1051.

SUPREME COURT OF THE UNITED STATES.

No. 114.

UNITED STATES, PLAINTIFFS,

vs.

WILLIAM S. ROGERS.

ON A CERTIFICATE OF DIVISION FROM THE CIRCUIT COURT U. S. FOR THE DISTRICT OF ARKANSAS.

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J. & G. S. Gideon, printers.

UNITED STATES OF AMERICA, *District of Arkansas:*

Pleas had before the honorable Peter V. Daniel, associate judge of the Supreme Court of the United States, assigned to hold the circuit court in the district of Arkansas, and the honorable Benjamin Johnson, district judge, on the 1st day of May, A. D. 1845, of the April term in the same year.

THE UNITED STATES OF AMERICA, plaintiffs, vs. WILLIAM S. ROGERS, defendant. } Indictment for murder.

Indictment.

UNITED STATES OF AMERICA, *District of Arkansas:*

In the circuit court of the United States, for the district of Arkansas aforesaid, at the April term thereof, A. D. 1845, the grand jurors of the United States of America, duly elected, empannelled, sworn, and charged to inquire, in and for the district of Arkansas aforesaid, on their oath present, that William S. Rogers, yeoman, who is a white man, and not an Indian, late of said district, on the first day of September, in the year of Christ eighteen hundred and forty-four, in the district aforesaid, and within the jurisdiction of this court, that is to say, in that part of the Indian country west of the State of Arkansas, that is, bounded north by the north line of lands assigned to the Osage tribe of Indians, produced east to the State of Missouri, west by the Mexican possessions, south by Red river, and east by the west line of the now State of Arkansas and the State of Missouri, (the same being territory annexed to the said district of Arkansas, for the purposes in the act of Congress in that behalf made and provided,) in and upon one Jacob Nicholson, who was a white man, and not an Indian, feloniously, wilfully, and of his malice aforethought, did make an assault; and that the said William S. Rogers, with a certain knife, of the value of five dollars, which he, the said Wm. S. Rogers, in his right hand then and there had and held, the said Jacob Nicholson, in and upon the left side of the body of him, the said Jacob Nicholson, then and there feloniously, wilfully, and of his malice aforethought, did strike and thrust, giving to the said Jacob Nicholson, then and there, with the knife aforesaid, in and upon the said left side of the body of him, the said Jacob Nicholson, one mortal wound, of the breadth of two inches, and of the depth of six inches, of which mortal wound the said Jacob Nicholson then and there instantly died; and so the jurors aforesaid, on their oath aforesaid, do say, that the said William S. Rogers, the said Jacob Nicholson, in manner and form aforesaid, feloniously, wilfully, and of his malice aforethought, did kill and murder, against the form of the statute in that behalf made and provided, and against the peace and dignity of the said United States of America.

And the jurors aforesaid, on their oath aforesaid, do further present, that the said William S. Rogers, on the 23d day of January, A. D. 1844, in the district aforesaid, and within the jurisdiction of this court, that is to say, in the Indian country west of the State of Arkansas, that is, bounded and described as aforesaid, in and upon the said Jacob Nicholson, feloniously, wilfully, and of his malice aforethought, did make an assault; and that the said William S. Rogers, with a certain knife, which he in his right hand then and there had and held, the said Jacob Nicholson, in and upon the left side of the body of him, the said Jacob Nicholson, then and there, feloniously, wilfully, and of his malice aforethought, did strike and thrust, giving to the said Jacob Nicholson, then and there, with the knife aforesaid, in and upon the said left side of the body of him, the said Jacob Nicholson, one mortal wound, of the breadth of two inches, and of the depth of six inches, of which mortal wound the said Jacob Nicholson then and there instantly died; and so the jurors aforesaid, on their oath aforesaid, do say, that the said William S. Rogers, the said Jacob Nicholson, in manner and form aforesaid, feloniously, wilfully, and of his malice aforethought, did kill and murder, against the form of the statute in that behalf made and provided, and against the peace and dignity of the said United States of America.

S. H. HEMPSTEAD,
United States Attorney for Arkansas.

Endorsed: United States vs. William S. Rogers. Indictment for the murder of Jacob Nicholson. A true bill.

P. T. CRUTCHFIELD,
Foreman of grand jury.

And afterwards, to wit, on the 17th day of April, A. D. 1845, the following order was entered of record.

The grand jury this day returned into court the following indictment, to wit:

Filing indictment.

THE UNITED STATES,
vs.
WILLIAM S. ROGERS.

Indictment for the murder of Jacob Nicholson.

A true bill.

P. T. CRUTCHFIELD,
Foreman of the grand jury.

Endorsed.—Filed April 17, 1845.

WM. FIELD, *Clerk.*
By A. H. RUTHERFORD, *D. C.*

And afterwards, to wit, on the 18th day of April, 1845, the following order was entered of record, to wit:

Arraignment and order filing pleas.

THE UNITED STATES OF AMERICA, plaintiffs,
vs.
WILLIAM S. ROGERS, defendant.

Indictment for murder.

This day come the said United States of America, by Samuel H. Hempstead, esq., district attorney, and, on his motion, the prisoner was brought to the bar of this court, in the custody of the marshal, and, being duly arraigned, his counsel filed his plea to the jurisdiction of this court. Whereupon the said plaintiffs, by their said attorney, file their demurrer to said plea; and thereupon the same was argued by counsel, and submitted to the court and the court not being well and sufficiently advised thereon, takes the same under advisement. Prisoner remanded to jail in the custody of the marshal.

Plea to jurisdiction.

In the United States circuit court, April term, 1845.

UNITED STATES,
vs.
W. S. Rogers.

And the defendant, in his own proper person, comes into court, and, having heard the said indictment read, says, that the court ought not to take further cognizance of the said prosecution, because, he says, heretofore, to wit, on the —— day of November, 1836, he then being a free white man and a citizen of the United States, and having been born in the said United States, voluntarily and of his free will removed to the portion of the country west of the State of Arkansas, assigned and belonging to the Cherokee tribe of Indians, and did incorporate himself with said tribe, and from that time forward become and continued to be one of them, and made the same his home, without any intention of returning to the said United States; and that afterwards, to wit, on the —— day of November, 1836, he intermarried with a Cherokee Indian woman, according to the forms of marriage, and that he continued to live with said Cherokee woman, as his wife, until September, 1843, when she died, and by her had several children, now living in the Cherokee nation, which is his and their home.

And the defendant further says that, from the time he removed, as aforesaid, he incorporated himself with the said tribe of Indians as one of them, and was and is so treated, recognised, and adopted by said tribe and the proper authorities thereof, and exercised and exercises all the rights and privileges of a Cherokee Indian in said tribe, and was and is domiciled in the country aforesaid; that, before and at the time of the commission of the supposed crime, if any such was committed, to wit, in the Indian country aforesaid, he, the defendant, by the acts aforesaid, became, and was, and still is, a citizen of the Cherokee nation, and became, and was, and still is, a Cherokee Indian, within the true intent and meaning of the act of Congress in that behalf provided. And the said de-

fendant further says, that the said Jacob Nicholson, long before the commission of said crime, if any such was committed, although a native born free white male citizen of the United States, had settled in the tract of country assigned to said Cherokee tribe of Indians west of the State of Arkansas, without any intention of returning to said United States; that he intermarried with an Indian Cherokee woman, according to the Cherokee form of marriage; that he was treated, recognised, and adopted by the said tribe as one of them, and entitled to exercise, and did exercise, all the rights and privileges of a Cherokee Indian, and was permanently domiciled in said Indian country, as his home, up to the time of his supposed murder.

And the said defendant further says, that, by the acts aforesaid, he, the said Jacob Nicholson, was a Cherokee Indian at the time of the commission of the said supposed crime, within the true intent and meaning of the act of Congress in that behalf made and provided. Wherefore the defendant says that this court has no jurisdiction to cause the defendant to make a further or other answer to said bill of indictment, for said supposed crime *alleged* in the bill of indictment. And the defendant prays judgment, whether he shall be held bound to further answer said indictment.

WM. S. ROGERS.

Endorsed.—Filed April 18th, 1845.

WILLIAM FIELD, *Clerk*.
By A. H. RUTHERFORD, *D. C.*

THE UNITED STATES, vs. WILLIAM S. ROGERS. } In the United States circuit court, for Arkansas district, April term, A. D. 1845.

And the said United States, by Samuel H. Hempstead, district attorney, come and say, that the said first plea of the defendant to the jurisdiction of this honorable court is insufficient in law, and that, by reason of any thing therein contained, this court ought not to repose to entertain further jurisdiction of the crime in said bill of indictment *alleged*.

And the following causes of demurrer are assigned to said plea:

1st. That a native born citizen of the United States cannot expatriate himself, so as to owe no allegiance to the United States, without some law authorizing him to do so.

2d. That no white man can rightfully become a citizen of the Cherokee tribe of Indians, either by marriage, residence, adoption, or any other means, unless the proper authority of the United States shall authorize such incorporation.

3d. That the proviso of the act of Congress relating to crimes committed by one Indian upon the property or person of another Indian, was never intended to embrace white persons, whether married and residing in the Indian nation or not.

S. H. HEMPSTEAD, *U. S. Att'y, &c.*

Endorsed.—Filed April 18th, 1845.

WILLIAM FIELD, *Clerk*,
By A. H. RUTHERFORD, *D. C.*

And afterwards, to wit, on the 22d day of April, 1845, the following order was entered of record, to wit:

THE UNITED STATES OF AMERICA, plaintiffs, vs. WILLIAM S. ROGERS, defendant. } Indictment for murder.

And now, at this day, come the said United States of America, by Samuel H. Hempstead, esq., district attorney, and the said defendant was brought to the bar of this court in the custody of the marshal; and the court now being sufficiently advised on said demurrer, Justice Daniels delivered the following opinion, to wit:

And, upon the argument of the said demurrer, the following questions arose, and were propounded for the decision of the court; but the judges being divided in opinion upon the same, upon motion, do order that they be entered of record, and certified to the next term of the Supreme Court of the United States for its opinion and decision thereupon.

1st. Was it competent for the accused, being a citizen of the United States, either under the 4th clause of the 8th section of the 1st article of the Constitution of the United States; or under any act of Congress passed in virtue of the Constitution of the United States, upon the subject of naturalization; or in virtue of any admission, obligation, or duty incumbent upon the Government of the United States, and implied by the said clause, section, and article of the Constitution; or any of the said acts of Congress in reference to citizens of the United States, or to foreign governments, their subjects or citizens, upon the authority of the will and act of the accused, and without any form, mode, or condition, prescribed by the Government of the United States, to divest himself of his allegiance to that Government, and of his character of citizen of the United States?

2d. Could the accused, as a citizen of the United States, or a resident within the same, possess the right or the power resulting from the nature and character of the civil and political institutions of the United States, or as appertaining to, and inherent in, him, as a free, moral, and political agent, or derived to him from the law of nature, or from the law of nations, founded either upon natural right or upon convention, voluntarily and entirely put off his allegiance to, and his character of citizen of, the United States, and transfer that allegiance and citizenship to any other government, state, or community?

3d. Could the tribe of Indians residing without the limits of any one of the States, but within the territory of the United States, as set forth in the pleadings in this prosecution, and designated as the Cherokee tribe, and also as the Cherokee nation, (and by whom the accused alleges that he has been adopted,) be held and recognised, in reference to the Government, and under the laws of the United States, as a separate and distinct government or nation, possessing political rights and powers, such as authorize them to receive and adopt, as members of their State, the subjects or citizens of other States or governments, with the assent of such subjects or citizens, and particularly the citizens of

the United States, and thereby to sever their allegiance and citizenship from the States or governments to which they previously appertained, and to naturalize such subjects or citizens, and make them exclusively or effectually members, subjects, or citizens of the said Indian tribe, with regard to civil and political rights and obligations?

4th. Could the accused, by any act or assent of his own, combined with the acts, authority, or assent of the above mentioned tribe, residing within the territory aforesaid, so change and put off his character, rights, and obligations as a citizen of the United States, as to become in his social, civil, and political relations and condition a Cherokee Indian?

5th. Does the 25th section of the act of Congress of the 30th of June, 1834, entitled "An act to regulate trade and intercourse with the Indian tribes, and to preserve the peace of the frontiers;" and the proviso to that section, limit the operation of the said act, and give effect to the said proviso, as to instances of crimes committed by *natives* of the *Indian tribes* of full blood, against native Indians of full blood only; or do the said section and proviso have reference also to Indians, (*natives*,) or others adopted by, and permanently resident within, the Indian tribes; or have they relation to the progeny of Indians by whites or by negroes, or of whites or negroes by Indians, born or permanently resident within the Indian tribes and limits, or to whites or free negroes born and permanently resident in the tribes, or to negroes owned as slaves, and resident within the Indian tribes, whether procured by purchase, or there born the property of Indians?

6th. Does the plea interposed by the accused in this prosecution, the facts whereof are admitted by the demurrer, constitute a valid objection to the jurisdiction of this court?

And, thereupon, it was ordered by the court, that this case be, and the same is hereby, continued until the next term of this court; and the prisoner was remanded back to the jail of Pulaski county, in the custody of the marshal.

And afterwards, to wit, on the first day of May, 1845, the following order was entered of record, to wit:

UNITED STATES OF AMERICA, plaintiffs,
vs.
WILLIAM S. ROGERS, defendant.

And now, at this day, come the said United States of America, by Samuel H. Hempstead, esqr., district attorney, and the defendant was brought to the bar of this court, in the custody of the marshal, and files his motion, and moves the court for an order to discharge him from imprisonment, on the ground that the court was divided in opinion on the plea of the defendant to the jurisdiction of the court in this case; and the court, not being fully advised thereon, takes the same under advisement, and the prisoner remanded back to jail in the custody of the marshal, &c.

Motion for discharge.

UNITED STATES
vs.
WILLIAM S. ROGERS. } Murder.

In the circuit court of the United States for the district of Arkansas, April term, A. D. 1845.

The defendant, in his own proper person, comes, &c., moves the court for an order to discharge him from imprisonment, on the ground that the court were divided in opinion on the plea of the defendant to the jurisdiction of the court, in this case.

WM. S. RODGERS.

Endorsed—Filed May 1st, 1845.

WM. FIELD, *Clerk*.
By A. H. RUTHERFORD, *D. C.*

And afterwards, on the 2d day of May, 1845, the following order was entered of record, to wit:

UNITED STATES OF AMERICA, plaintiffs,
vs.
WILLIAM S. ROGERS, defendant. } Indictment for murder.

And now, at this day, come the said United States of America, by Samuel H. Hempstead, esqr., district attorney, and the said defendant was brought to the bar of this court in the custody of the marshal, and the court being well and sufficiently advised of and concerning the motion of said defendant to be discharged from prison, orders that said motion be, and the same is hereby, overruled; and, on motion, the said defendant is remanded back to the jail of Pulaski county in the custody of the marshal.

UNITED STATES OF AMERICA, *district of Arkansas, sct:*

I, William Field, clerk of the circuit court of the United States within and for the district of Arkansas aforesaid, do hereby certify, that the above and foregoing nine and one-seventh pages contain a full and complete transcript of the record and proceedings of the cause mentioned in the caption thereof.

Witness my hand and the seal of the said circuit court, at office, in the city of Little Rock, Arkansas, this 28th day of July, in [SEAL.] the year of our Lord one thousand eight hundred and forty-five, and the seventieth year of our American independence.

WM. FIELD, *Clerk*.
By A. H. RUTHERFORD, *D. C.*

Filed, 29th August, 1845.

1855.

SUPREME COURT OF THE UNITED STATES.

No. 118.

ANDREW P. SIMPSON, JOSEPH FORSYTH, AND B. MILLS, DEFENDANTS IN EQUITY,

ads.

JAMES G. WILSON.

ON A CERTIFICATE OF DIVISION IN OPINION BETWEEN THE JUDGES OF THE CIRCUIT COURT U. S. FOR LOUISIANA.

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J. & G. S. Gideon, printers.

Be it remembered, that on the thirteenth day of April, in the year of our Lord one thousand eight hundred and forty-four, the complainant, James G. Wilson, by his solicitors Perin & Walker, came into court and filed the following bill in equity, to wit:

Circuit court of the United States for the District of Louisiana.

JAMES G. WILSON,
vs.
ANDREW P. SIMPSON,
Joseph Forsyth & B. Mills. } In equity.

Sir: Please to take notice, that we intend to move this honorable court on Saturday next, the 20th instant, at 10 o'clock, before the honorable John McKinley and T. H. McCaleb, judges for the eastern district of Louisiana, and for said circuit, at 10 o'clock in the forenoon of that day, or as soon thereafter as counsel can be heard, at the court house in the city of New Orleans, that a writ of injunction issue out of and under the seal of this honorable court, and to be directed to you, the said Andrew P. Simpson, Joseph Forsyth & B. Mills, of State of Louisiana, and Territory of Florida, your agents, attorneys, solicitors, counsellors and servants, therein and thereby, under a heavy penalty therein to be inserted, commanding and firmly enjoining upon you the said , and them and each of them, absolutely to desist from planing, tongueing, and grooving, or either, planks, boards, or other materials, or using, vending, or in any manner disposing of the same, or the products thereof, by means of machines constructed upon the principle and plan specified and described in the schedule annexed to the letters patent issued to William Woodworth, bearing date the twenty-seventh day of December, 1828, and extended on the 27th day of December, 1842, and from violating and infringing upon the said patent in any way within the said State and Territory, except so far as relates to the occupation and application of circular saws for reducing floor planks, or other materials, to an equal width and thickness, until the further order of this honorable court; which said motion will be founded upon a bill of complaint, of which the annexed is a copy, which said bill of complaint has been duly sworn to by the said James G. Wilson, the said complainant.

Yours, &c.,

(Signed,) PERIN & WALKER,
Solicitors for complainant.

(Signed,) C. ROSELIUS, *Counsellor.*

To A. P. Simpson, for himself, and as agent and partner of Joseph Forsyth and B. Mills, of Florida.

Dated, New Orleans, April 13th, 1844.

In equity, circuit court of the United States for the eastern district of Louisiana, and for the fifth circuit.

JAMES G. WILSON,
vs.
ANDREW P. SIMPSON,
Joseph Forsyth & Bagdad Mills. } In equity.

To the judges of the circuit court of the United States, for the fifth circuit, in and for the eastern district of Louisiana.

James G. Wilson, of the city of New York, in the State of New York, and a citizen of said State, brings this his bill against Andrew P. Simpson, Joseph Forsyth, and B. Mills, the said Forsyth and Mills residing in the Territory of Florida, and citizens thereof, and the said Simpson residing in the city of New Orleans, and a citizen of the State of Louisiana.

Thereupon your orator complains and says that, on or about the 4th day of December, 1828, one William Woodworth, then in full life, but since dead, was the inventor of a certain improvement or machine for planing, grooving and tongueing boards and plank, and other materials; and being the inventor thereof, applied to the proper department of the Government of the United States for a patent, to be issued to him according to the laws of Congress made and provided in such case, and paid the sum of thirty dollars; and having, in all other respects, complied with the laws in such case provided, obtained letters patent from said United States, under the seal thereof, duly signed and dated the 27th day of December, 1828, and in all respects in due form of law, and duly executed, as will appear by said letters patent herein set forth in substance and effect, as follows:

The United States Patent Office, to all persons to whom these presents shall come, greeting:

This is to certify, that the annexed is a true copy of letters patent granted to William Woodworth, for an improvement in the method of planing, tongueing, grooving, and cutting into mouldings, or either, plank, boards, or any other material, and for reducing the same to an equal width and thickness, &c., &c., dated the 27th day of December, 1828, recorded anew on the 26th day of August, 1842, and extended for seven years on the 16th day of November, 1842.

In testimony whereof, I, Henry L. Ellsworth, commissioner of patents, have caused the seal of the Patent Office to be hereunto affixed, this twenty-third day of January, in the year of our Lord one thousand eight hundred and forty-three, and of the independence of the United States the sixty-seventh.

[Seal of the Patent Office.]

(Signed,) H. L. ELLSWORTH.

The United States of America, to all to whom these lettters patent shall come:

Whereas William Woodworth, a citizen of the United States, hath alleged that he has invented a new and useful improvement in the

method of planing, tongueing, grooving, and cutting into mouldings, or either, plank, boards, or any other material, and for reducing the same to an equal width and thickness; and also for facing and dressing brick, and cutting mouldings on, or facing metallic, mineral, or other substances, which improvements he states have not been known or used before his application; hath made oath that he does verily believe that he is the true inventor or discoverer of the said improvement; hath paid into the Treasury of the United States the sum of thirty dollars, delivered a receipt for the same, and presented a petition to the Secretary of State, signifying a desire of obtaining an exclusive property in the said improvements, and praying that a patent may be granted for that purpose.

These are therefore to grant, according to law, to the said Wm. Woodworth, his heirs, administrators or assigns, for the term of fourteen years, from the twenty-seventh of December, one thousand eight hundred and twenty-eight, the full and exclusive right and liberty of making, constructing, using, and vending to others to be used, the said improvement; a description whereof is given in the words of the said William Woodworth himself, in the schedule hereto annexed, and is made a part of these presents.

In testimony whereof, I have caused these letters to be made patent, [Seal of the Patent Office.] and the seal of the United States to be hereunto affixed.

Given under my hand at the city of Washington, this twenty-seventh day of December, in the year of our Lord one thousand eight hundred and twenty-eight, and of the independence of the United States of America the fifty-third.

(Signed,) J. Q. ADAMS.

By the President.

(Signed,) H. CLAY, *Secretary of State.*

CITY OF WASHINGTON, *to wit:*

I do hereby certify, that the foregoing letters patent were delivered to me on the twenty-seventh day of December, in the year of our Lord one thousand eight hundred and twenty-eight, to be examined; that I have examined the same, and find them conformable to law; and I do hereby return the same to the Secretary of State, within fifteen days from the date aforesaid, to wit, on this twenty-seventh day of December, in the year aforesaid.

WM. WIRT,
Attorney General of the U. S.

The schedule referred to in these letters patent, and making part of the same, containing a description in the words of the said William Woodworth himself, of his improvement in the method of planing, tongueing, grooving, and cutting into mouldings, or either, planks, boards, or any other material, and for reducing the same to an equal width and thickness; and also for facing and dressing brick, and cutting mouldings on, or facing metallic, mineral, or other substances.

The plank, boards, or other material, being reduced to a width by circular saws, or friction wheels, as the case may be, is then placed on a carriage resting on a platform, with a rotary cutting wheel in the centre, either horizontal or vertical. The heads or circular plates fixed to an axis, may have one of the heads moveable, to accommodate any length of knife required. The knife fitted to the heads, with screws or bolts, or the knives or cutters for moulding, fitted by screws or bolts to logs, connecting the heads of the cylinder, and forming with the edges of the knives or cutters a cylinder. The knives may be placed in a line with the axes of the cylinder, or diagonally. The plank or other material resting on the carriage, may be set so as to reduce it to any thickness required, and the carriage moving by a rack and pinion, or rollers, or any lateral motion to the edge of the knives or cutters on the periphery of the cylinder or wheel, reduces it to any given thickness; after passing the planing and reducing wheel, it then approaches, if required, two revolving cutter wheels, one for cutting the groove, and the other for cutting the rabbets that form the tongue; one wheel is placed directly over the other, and the lateral motion moving the plank or other material between the grooving and rabbetting wheels, so that one edge has a groove cut the whole length, and the other edge a rabbet cut on each side, leaving a tongue to match the groove; the grooving wheel is a circular plate, fixed on an axis, with a number of cutters attached to it, to project beyond the periphery of the plate, so that when put in motion it will perform a deep cut or groove, parallel with the face of the plank or other material; the rabbetting wheel also of similar form, having a number of cutters on each side of the plate, projecting like those on the grooving wheel, cuts the rabbet on the side of the edge of the plank, and leaves the tongue or match for the groove, by placing the planing wheel, axes, and cutter knives vertical, the same wheel will plane two planks or other material in the same time of one, by moving the plank or other material opposite ways, and parallel with each other against the periphery of the planing or moulding wheel; the groove and tongue may be cut in the plank or other material at the same time, by adding a grooving and rabbetting wheel. Said William Woodworth does not claim the invention of circular saws, or cutter wheels, knowing they have long been in use; but he claims as his invention the improvement and application of cutter or planing wheels to planing boards, plank, timber, or other material; also his improved method of cutters for grooving and tongueing, and cutting mouldings on wood, stone, iron, metal, or other material, and also for facing and dressing brick, as all the wheels may be used single and separately, for mouldings or any other purpose before indicated. He also claims, as his improved method, the application of circular saws for reducing floor plank and other materials to a width.

Dated, Troy, December 4th, 1828.

WILLIAM WOODWORTH.

HENRY EVERTS, } Witnesses.
D. S. GLEASON. }

Whereas, upon the petition of William W. Woodworth, administrator of the estate of William Woodworth, deceased, for an extension of the within patent, granted to Wm. Woodworth, deceased, on the 27th day of December, 1828, the board of commissioners under the 18th section of the act of Congress, approved the 4th day of July, 1836, entitled an act to promote the progress of the useful arts, to repeal all acts and parts of acts heretofore made for that purpose, did, on the 10th day of November, 1842, certify that the said patent ought to be extended.

Now, therefore, I, Henry L. Ellsworth, commissioner of patents, by virtue of the power vested in me by said 18th section, do renew and extend said patent, and certify that the same is hereby extended, for the term of seven years, from and after the expiration of the first term, viz, the 27th day of December, 1842; which certificate of said board of commissioners, together with this certificate of the Commissioners of Patents having been duly entered of record in the Patent Office, the said patent now has the same effect in law as though the term had been originally granted for the term of 21 years.

In testimony whereof, I have caused the seal of the Patent Office to be hereunto affixed, this 16th day of November, 1832.

[Seal of the Patent Office.]

HENRY L. ELLSWORTH,
Commissioner of Patents.

United States Patent Office, to all persons to whom these presents shall come, greeting:

This is to certify, that the annexed is a true copy of the original, on file in this office.

In testimony whereof, I, Henry L. Ellsworth, Commissioner of Patents, have caused the seal of the Patent Office to be hereunto affixed, this seventh day of March, in the year of our Lord one thousand eight hundred and forty-three, and of the independence of the United States the sixty-seventh.

[Seal of the Patent Office.]

H. L. ELLSWORTH.

The United States Patent Office, to all persons to whom these presents shall come, greeting:

This is to certify, that the annexed is a true copy of the records in this Office.

In testimony whereof, I, Henry L. Ellsworth, Commissioner of Patents, have caused the seal of the Patent Office to be hereunto affixed, this third day of February, in the year of our Lord one thousand eight hundred and forty-three, and of the independence of the United States the sixty-seventh.

[Seal of the Patent Office.]

HENRY L. ELLSWORTH.

In the matter of the application of William W. Woodworth, administrator on the estate of William Woodworth, deceased, in writing to the Commissioner of Patents, for the extension of the patent for a new and useful improvement in planing, tongueing, and grooving, and cutting into mouldings, or either, plank, boards, or any other material, and for

reducing the same to an equal width and thickness; and also for facing and dressing brick, and cutting mouldings on, or facing metallic, mineral, or other substances, granted to the said William Woodworth, deceased, on the 27th day of December, 1828, for fourteen years from said 27th day of December.

The applicant having paid into the Treasury the sum of forty dollars, and having furnished to the undersigned a statement in writing, under oath, of the ascertained value of the invention, and of the receipts and expenditures thereon, sufficiently in detail to exhibit a true and faithful account of loss and profits, in any manner accruing to said patentee, from or by reason of said invention; and notice of said application having been [made] by the Commissioner of Patents, according to law, said board met at the time and place appointed, viz, at the Patent Office, on the 1st September, 1842, and their meetings having been continued by regular adjournments until this 16th day of November, 1842, they, on that day, heard the evidence produced before them, both for and against the extension of said patent, and do now certify, that upon hearing of the matter, it appears to their full and entire satisfaction, having due regard to the public interest therein, that it is just and proper that the term of said patent should be extended, by reason of the patentee, without neglect on his part, having failed to obtain, from the use and sale of his invention, a reasonable remuneration for the time, ingenuity, and expense bestowed on the same, and the introduction thereof into use.

Washington City, Patent Office, November 16th, 1842.

DANIEL WEBSTER,
Secretary of State.
CHAS. B. PENROSE,
Solicitor of the Treasury.
HENRY L. ELLSWORTH,
Commissioner of Patents.

And your orator further shows unto your honors, that, after the said William W. Woodworth, administrator of William Woodworth, deceased, the patentee aforesaid, became vested with all and singular the exclusive rights conferred by the extension of said patent within and throughout the United States of America and the Territories thereof; and while the said William W. Woodworth, administrator of William Woodworth, was possessed thereof, he, the said William W. Woodworth, in conformity with the statutes in such case made and provided, did, on the second day of January, in the year one thousand eight hundred and forty-three, execute a certain instrument of disclaimer, whereof the following is a copy, and which said disclaimer is duly entered on file and recorded in the Patent Office in Washington, as will verily appear in a certified copy of the said disclaimer, which your orator is ready to produce.

To all men to whom these presents shall come:

I, William W. Woodworth, of Hyde Park, in the county, of Duchess, and State of New York, esquire, as I am administrator of the goods

and estates which were of William Woodworth, deceased, hereinafter named, send greeting:

Whereas, letters patent, bearing date on the 27th day of December, in the year of our Lord eighteen hundred and twenty-eight, were granted by the United States to William Woodworth, now deceased, for an improvement in the method of planing, tongueing, grooving, and cutting into mouldings, or either, boards and plank, or any other materials, and for reducing the same to an equal width and thickness; and also for facing and dressing brick, and cutting mouldings, or facing metallic, mineral, or other substances; and whereas, before the term of fourteen years, for which the said letters patent were granted, had fully expired, such proceedings were had that, pursuant to the act of Congress in such case made and provided, the said letters patent were renewed and extended for the term of seven years, from and after the expiration of the said fourteen years; and to the certificate granting the said extension and renewal unto me in my said capacity, bearing date on the sixteenth day of November, now last past, and which is duly recorded, according to act of Congress in that behalf, reference is hereby made, as showing my title and interest in and to the said letters patent.

And whereas, the said William Woodworth, through inadvertence, accident, or mistake, in his application for letters patent, made his specification of claim too broad, in this way, that he, the said William Woodworth, claimed as his improved method the application of circular saws for reducing floor plank and other materials to width, of which he was not the original and first inventor; and whereas, some material and substantial part of the said patented thing was justly and truly the invention and improvement of the said William Woodworth:

Now, therefore, know ye, that I, the said William W. Woodworth, in my capacity aforesaid, have disclaimed, and do by these presents disclaim, all and any exclusive right, property, or interest, of, in, or to the application of circular saws for reducing floor plank, or other materials, to a width, by reason of the aforesaid letters patent, and to the aforesaid renewal or extension thereof.

In testimony whereof, I have hereto, in my capacity aforesaid, set my hand and seal, this second day of January, eighteen hundred and forty-three.

WILLIAM W. WOODWORTH,
Administrator of W. Woodworth, deceased.

Executed in presence of—

CHARLES W. EMESU,
B. R. CURTIS.

And your orator further shows unto your honors, that, on the second day of March, in the year of our Lord one thousand eight hundred and forty-three, William W. Woodworth, administrator of William Woodworth, deceased, did make an assignment to your orator, and for a valuable consideration vested in him, your orator, all and singular the exclusive rights conferred by the extension of the said patent within and

throughout the States of Louisiana, Alabama, and the Territory of Florida, and other places; which said assignment has been regularly recorded in the Patent Office, at Washington city, in Liber 4, pages 291 and 292 of transfers of patent rights, on the 20th day of March, A. D. 1843.

All which was duly recorded in the Patent Office of the United States, as will more fully appear by a copy of the record duly authenticated, and ready to be produced in court, as this honorable court may require.

And your orator further showeth unto your honors, that said Woodworth and his assignees, immediately after obtaining said patent, erected and put in operation many machines in different parts of this country, whereby a very large amount of plank and boards have been planed, grooved, and tongued, and fitted for use, to the very great saving of labour, and to the very great benefit of the public, whereby your orators might have derived, and would have derived, to themselves, great profit, but for the illegal interference of the defendant and others with the just exercise of their rights.

And your orator further sheweth that he *was* licensed and authorized establishments for the working of said patented machine in the city of New Orleans, sufficient for the demands of said city at a moderate price, to wit, about half the usual price of manual labour, and the erection of said establishments has cost large sums of money, and your orator, and those who hold under him, are greatly injured by the vending and using the machines [and] the manufacture thereof, by any other persons than those duly authorized by your orator.

And your orator further showeth unto your honors, that said Simpson, pretending to act as the mere agent of said Forsythe and Mills, who in reality is a partner of, and participator with, said Forsyth and Mills, and Joseph Forsyth and Bagdad Mills as aforesaid, in [the] Territory of Florida, and in said city of New Orleans, on or about the precise day or the particular place your orator cannot with more certainty state, well knowing the facts aforesaid, as your orator believes, and in defiance of his rights, made or caused to be made, set up, and put in operation, machines for planing, grooving, and tongueing planks, boards, and other materials, vending, using, and selling the same in New Orleans, being the products of said machines; which machines were, and in all the material parts substantially like, and upon the plan of the machines invented, made, and put in operation by said Woodworth, and described in his said letters patent; and said defendant hath ever since contrived to use or caused said machine to be used and worked, and persists in doing the same, and refuses to desist, though often warned and requested so to do, whereby the defendants have made a great profit, and done the complainants great injury, and threaten to continue said injury; but of the precise amount of the profits by the defendant derived from the use of said machine, your orator is ignorant, and prays a disclosure from the defendant; but your orator hath been informed, and believes, that the amount of the income which the defendants have derived from the use of said machine, and from vending, using, and

selling planks, boards, or lumber, the products of said machines, in the city of New Orleans, as aforesaid, is not less than two thousand dollars, and so he charges the fact to be.

To the end, therefore, that the defendant may be compelled to account for what income they have derived from the use of said machine, and that they may be restrained from any further use thereof, your orator prays that your honor would grant a writ of injunction restraining the defendant from any further use thereof, and a writ of subpœna commanding the defendant to appear and make answer to said bill; and that said court would grant unto your orator such further and other relief as he may be entitled to.

(Signed) PERIN & WALKER,
Solicitors for complainant.

The complainant, Wilson, being duly sworn, deposeth to the truth of the facts alleged in his bill aforesaid, and belief of those facts which are alleged as true on the information of others.

(Signed) JAMES G. WILSON.

Sworn to before me, this 13th April, 1844.

For D. N. HENNEN, *Clerk.*

(Signed) J. Q. A. HOIT,
Deputy clerk.

The United States Patent Office, to all persons to whom these presents shall come, greeting:

This is to certify, that the annexed is a true copy from the records in this office.

In testimony whereof, I, J. W. Hand, acting Commissioner of Patents, have caused the seal of the Patent Office to be hereunto affixed, this twenty-second day of May, in the year of our Lord one thousand eight hundred and forty-three, and of the independence of the United States the sixty-seventh.

[Seal of the Patent Office.]

(Signed) J. W. HAND.

Whereas, William Woodworth, now deceased, did in his lifetime obtain letters patent under the great seal of the United States, bearing date the 27th day of December, 1828, giving and granting to him, the said Woodworth, his heirs, administrators, and assigns, for and during the term of fourteen years from the date of the said letters patent, the full and exclusive right and liberty of making, constructing, using, and vending to others to be used, a certain improved method for planing, tongueing, grooving, and cutting into mouldings, or either, plank, boards, or any materials, and for reducing the same to an equal width and thickness; and also for facing and dressing brick, and cutting mouldings in or facing metallic, mineral, or other substances. And whereas, William W. Woodworth, administrator of said William Woodworth, hath applied and obtained an extension of said letters patent for the term of seven years, from and after the expiration of said patent to wit, the 27th December, 1842, pursuant to the act of Congress in such

case made and provided; and hath a certificate of said extension annexed to said patent, signed by the Commissioner of Patents, under the great seal of the Patent Office of the United States, and dated November 16th, A. D. 1842.

And whereas, a disclaimer has been entered at the Patent Office to that part of said patent which claims the reducing of boards, plank, &c., to an equal width by circular saws. Now, know all men by these presents, that I, William W. Woodworth, administrator of William Woodworth, deceased, for and in consideration of one hundred dollars to me in hand paid, by James G. Wilson, of the city of New York, the receipt whereof is hereby acknowledged, have hereby quit claimed and released, and by these presents do quit claim and release, unto the said James G. Wilson, all my right and interest in and to the said patent right and renewal, in and for the State of Louisiana, the Territory of Florida, the State of Alabama, and that part of the State of Mississippi which lies south of latitude thirty-two, (32) excepting Natchez and Woodville. To have and to hold the same to him, his executors, and administrators and assigns, for and during the rest and residue of said extension. The said Wilson is hereby authorized to prosecute in my name, or otherwise, any person or persons, for any infringement of the said right and extension for his own benefit, and at his own cost and charges, and receive all penalties he may recover.

In witness whereof, I have hereunto set my hand and seal this second day of March, A. D. 1843.

(Signed) W. W. WOODWORTH, [L. S.]

Administrator of W. Woodworth, deceased.

Sealed and delivered in presence of—

Received and recorded, Liber L, pages 291, 292, of transfers of patent rights, March 20th, 1843.

The people of the State of New York, to William W. Woodworth, of Hyde Park, a son of William Woodworth, late of the city of New York, deceased, send greeting:

Whereas, the said William Woodworth lately departed this life intestate, being at or immediately previous to his death an inhabitant of the county of New York, by means whereof the ordering and granting administration of all and singular the goods, chattels, and credits, whereof the said intestate died possessed in the State of New York; and also the auditing, allowing, and final discharging the account thereof, doth appertain unto us; and we being desirous that the goods, chattels, and credits of the said intestate may be well and faithfully administered, applied, and disposed of, do grant unto you, the said William W. Woodworth, full power, by these presents, to administer and faithfully dispose of all and singular the said goods, chattels, and credits, to ask, demand, recover, and receive the debts, which unto the said intestate whilst living, and at the time of his death, did belong, and to pay the debts which the said intestate did owe, as far as such goods, chattels, and credits will thereunto extend, and the law require; hereby requiring you to make, or

cause to be made, a true and perfect inventory of all and singular the goods, chattels, and credits of the said intestate within a reasonable time, and return a duplicate thereof to our surrogate, of the county of New York, within three months from the date of these presents; and if further personal property or assets of any kind, not mentioned in any inventory that shall have been so made, shall come to your possession or knowledge, to make, or cause to be made, in like manner, a true and perfect inventory thereof, and return the same within two months after discovery thereof; and also to render a just and true account of administration when thereunto required; and we do by these presents depute, constitute, and appoint you, the said William W. Woodworth, administrator of all and singular the goods, chattels, and credits of the said William Woodworth, deceased.

In testimony whereof, we have caused the seal of office of the surrogate of said county to be hereunto affixed. Witness James Campbell, surrogate of said county, at the city of New York, [L. S.] this fourteenth day of February, in the year of our Lord one thousand eight hundred and thirty-nine, of our independence the sixty-third.

(Signed) JAMES CAMPBELL, *Surrogate.*

COUNTY OF NEW YORK, *Surrogate's office, ss:*

I, David B. Ogden, surrogate of said county, do hereby certify, that I have compared the foregoing copy of the letters of administration granted to William W. Woodworth, of Hyde Park, on the estate of William Woodworth, late of the city of New York, deceased, with the original record thereof now remaining in this office, and have found the same to be a correct transcript of the whole of such original.

In testimony whereof, I have hereunto set my hand and affixed my seal of office, the eleventh day of October, one thou- [Surrogate seal.] sand eight hundred and forty-three.

(Signed) DAVID B. OGDEN.

And on the same day, to wit, the 13th of April, 1844, the following subpœna in chancery was issued:

UNITED STATES OF AMERICA,

The President of the United States, to the marshal of the eastern district of Louisiana, greeting:

You are hereby commanded to summon Andrew P. Simpson, Joseph Forsyth, and B. Mills, to appear before the honorable the judges of the fifth judicial circuit of the United States of America, at a circuit court to be holden on the first Monday of May, 1844, then and there to answer a bill in chancery filed against them, wherein James G. Wilson is complainant, and said Andrew P. Simpson, Joseph Forsyth, and B. Mills, are defendants; herein fail not, and have you then and there this writ, with your endorsement thereon how you have executed the same.

Witness the honorable Roger B. Taney, chief justice of the Supreme Court of the United States of America, this the 13th day of April, in

the year of our Lord one thousand eight hundred and forty-four, and the sixty-eighth year of American independence.

For D. N. HENNEN, *Clerk*.
(Signed) J. Q. A. HOIT, *Deputy Clerk*.

Marshal's return thereon.

Received 15th April, 1844, and on the 18th April, 1844, served a copy of the within subpœna in chancery, together with the bill, on Andrew P. Simpson, in person, in the city of New Orleans, and Joseph Forsyth could not be found, being a non-resident, and the same was posted on the court house door, as also the copy for B. Mills.

(Signed) WM. K. STILES, *D'y*.
For A. S. ROBERTSON, *U. S. M.*

And on the 20th of April, 1844, the following entry was made on the minutes:

SATURDAY, *April 20th*, 1844.

JAMES G. WILSON, vs. A. P. SIMPSON and others. } No. 1,225.

The application heretofore made for an injunction herein came up this day for hearing; F. Perin, esquire, appearing for complainant, and the defendants not appearing; when after argument the court took time to consider.

And on the 23d of April, 1844, the following entry was made on the minutes, to wit:

TUESDAY, *April 23d*, 1844.

J. G. WILSON, vs. A. P. SIMPSON et als. } No. 1,225.

The application for an injunction having been opened to enable the defendants to make an argument and defence, came on to day to be heard; M. W. Hoffman, esq., appearing for the defendants, and C. Roselius, esquire, for complainant; when after argument of counsel the same was continued until to-morrow at 9 o'clock, A. M.

And on the same day the following affidavit was filed:

JAMES G. WILSON, vs. ANDREW P. SIMPSON, J. FORSYTH, and B. MILLS.

The said Andrew P. Simpson being duly sworn says, that he never made, or caused to be made, set up and put in operation, the machine for planing described in the bill under the above title. That he is not a co-partner of said Forsythe nor said Mills, in working or carrying on said machine; that he follows the business of selling lumber in the city

of New Orleans on commission, and receives and sells on commission the lumber of said Forsythe and others, as he would that of other persons; that he was a co-partner in the same mill referred to, but sold out all his interest therein in the year , and before said machine was put up therein.

(Signed) A. P. SIMPSON.

Sworn to and acknowledged before me, this 23d April, 1844.

For D. N. HENNEN, *Clerk.*

(Signed) J. Q. A. HOIT, *Deputy Clerk.*

And afterwards, to wit, on the 24th of April, 1844, the following entry was made on the minutes:

WEDNESDAY, *April 24th*, 1844.

J. G. WILSON, vs. A. P. SIMPSON and als. } No. 1,225.

The argument of counsel on the application for an injunction was this day resumed, when, after some progress being made, the same was postponed for further consideration until to-morrow.

And on the 25th of April, 1844, the following entry was made:

THURSDAY, *April 25th*, 1844.

J. G. WILSON, vs. A. P. SIMPSON and als. } No. 1,225.

The hearing for an application for an injunction was this day resumed, when, after argument of counsel, it is ordered by the court that an injunction issue as prayed for, upon the complainants giving bond, with good and sufficient security, in the sum of five thousand dollars, conditioned according to law.

And on the 24th of April, 1844, the following amended bill was filed, to wit:

In equity. Circuit court of the United States for the eastern district of Louisiana, and for the fifth circuit.

JAMES G. WILSON vs. ANDREW P. SIMPSON, JOSEPH FORSYTHE, and SIMPSON. } In equity.

To the judges of the circuit court of the United States for the fifth circuit, in and for the eastern district of Louisiana.

James G. Wilson, of the city of New York, in the State of New York, and a citizen of said State, brings this his bill against Andrew P. Simpson, residing in the city of New Orleans, and a citizen of the State of Louisiana, and Joseph Forsythe and Simpson, residing in the Territory of Florida, and citizens thereof; and thereupon your orator complains and says, that on or about the 4th day of December,

1828, one William Woodworth, then in full life, but since dead, was the inventor of a certain improvement or machine for planing, grooving, and tongueing boards and plank, and other materials; and being the inventor thereof, applied to the proper department of the Government of the United States for a patent, to be issued to him according to the laws of Congress made and provided in such case, and paid the sum of thirty dollars; and having, in all other respects, complied with the laws in such case provided, obtained letters patent from said United States, under the seal thereof, duly signed, and dated the 27th day of December, 1828, and in all respects in due form of law, and duly executed, as will appear by said letters patent herein set forth, in substance and effect, as follows:

The United States Patent Office, to all persons to whom these presents shall come, greeting:

This is to certify, that the annexed is a true copy of letters patent granted to William Woodworth, for an improvement in the method of planing, tongueing, grooving, and cutting into mouldings, or either, plank, boards, or any other material, and for reducing the same to an equal width and thickness, &c., &c., dated the 27th day of December, 1828; recorded anew on the 26th day of August, 1842, and extended for seven years on the 16th day of November, 1842.

In testimony whereof, I, Henry L. Ellsworth, commissioner of patents, have caused the seal of the Patent Office to be hereunto affixed, this twenty-third day of January, in the year of our Lord one thousand eight hundred and forty-three, and of the independence of the United States the 67th.

[Seal of the Patent Office.]

(Signed) H. L. ELLSWORTH.

The United States of America, to all to whom these letters patent shall come:

Whereas, William Woodworth, a citizen of the United States, hath alleged that he has invented a new and useful improvement in the method of planing, tongueing, grooving, and cutting into mouldings, or either, plank, boards, or any other material, and for reducing the same to an equal width and thickness; and also for facing and dressing brick, and cutting mouldings on, or facing metallic, mineral, or other substances; which improvements, he states, have not been known or used before his application. Hath made oath that he does verily believe that he is the true inventor or discoverer of the said improvement. Hath paid into the Treasury of the United States the sum of thirty dollars, delivered a receipt for the same, and presented a petition to the Secretary of State, signifying a desire of obtaining an exclusive property in the said improvements, and praying that a patent may be granted for that purpose. These are therefore to grant, according to law, to the said William Woodworth, his heirs, administrators or assigns, for the term of fourteen years from the twenty-seventh of December, one thou-

sand eight hundred and twenty-eight, the full and exclusive right and liberty of making, constructing, using, and vending to others to be used, the said improvement; a description whereof is given in the words of the said William Woodworth himself, in the schedule hereto annexed, and is made a part of these presents.

In testimony whereof, I have caused these letters to be made patent, [Seal of the Patent Office.] and the seal of the United States to be hereunto affixed.

Given under my hand, at the city of Washington, this twenty-seventh day of December, in the year of our Lord one thousand eight hundred and twenty-eight, and of the independence of the United States of America the fifty-third.

(Sig'd) J. Q. ADAMS.

By the President:

(Sig'd) H. CLAY, *Secretary of State.*

CITY OF WASHINGTON, *to wit:*

I do hereby certify, that the foregoing letters patent were delivered to me on the twenty-seventh day of December, in the year of our Lord one thousand eight hundred and twenty-eight, to be examined; that I have examined the same, and find them conformable to law; and I do hereby return the same to the Secretary of State, within fifteen days from the date aforesaid, to wit, on this twenty-seventh day of December, in the year aforesaid.

WM. WIRT,
Attorney General of the United States.

The schedule referred to in these letters patent, and making part of the same, containing a description in the words of said William Woodworth himself, of his improvement in the method of planing, tongueing, grooving, and cutting into mouldings, or either, plank, boards, or any other materials, and for reducing the same to an equal width and thickness; and also for facing and dressing brick, and cutting mouldings on, or facing metallic, mineral, or other substances.

The plank, boards, or other material, being reduced to a width by circular saws, or friction wheels, as the case may be, is then placed on a carriage, resting on a platform, with a rotary cutting wheel in the centre, either horizontal or vertical. The heads, or circular plates, fixed to an axis, may have one of the heads moveable, to accommodate any length of knife required. The knife fitted to the head with screws or bolts; or the knives or cutters, for moulding, fitted by screws or bolts to logs, connecting the heads of the cylinder, and forming with the edges of the knives or cutters a cylinder. The knives may be placed in a line with the axes of the cylinder, or diagonally. The plank or other material, resting on the carriage, may be set so as to reduce it to any thickness required; and the carriage moving by a rack and pinion, or rollers, or any lateral motion, to the edge of the knives or cutters, on the periphery of the cylinder or wheel, reduces it to any given thickness; after passing the planing and reducing wheel, it then approaches, if re-

quired, two revolving cutter wheels, one for cutting the groove, and the other for cutting the rabbets that form the tongue; one wheel is placed directly over the other, and the lateral motion moving the plank or other material between the grooving and rabbeting wheels, so that one edge has a groove cut the whole length, and the other edge a rabbet on each side, leaving a tongue to match the groove. The grooving wheel is a circular plate fixed on an axis, with a number of cutters attached to it, to project beyond the periphery of the plate, so that when put in motion it will perform a deep cut or groove, parallel with the face of the plank or other material. The rabbetting wheel, also of similar form, having a number of cutters on each side of the plate, projecting like those on the grooving wheel, cuts the rabbet on the side of the edge of the plank, and leaves the tongue or match for the groove. By placing the planing wheel axes and cutter knives vertical, the same wheel will plane two planks or other material in the same time of one, by moving the plank or other material opposite ways, and parallel with each other, against the periphery of the planing or moulding wheel. The groove and tongue may be cut in the plank or other material at the same time, by adding a grooving and rabbeting wheel. Said William Woodworth does not claim the invention of circular saws or cutter wheels, knowing they have long been in use; but he claims as his invention the improvement and application of cutter or planing wheels to planing boards, plank, timber, or other material; also his improved methods of cutters for grooving and tongueing, and cutting mouldings on wood, stone, iron, metal, or other material; and also for facing and dressing brick; as all the wheels may be used single and separately for moulding, or any other purpose before indicated. He also claims, as his improved method, the application of circular saws for reducing floor plank and other materials to a width.

WILLIAM WOODWORTH.

Dated Troy, *December 4th*, 1828.

HENRY EVERTS,
D. S. GLEASON, *Witnesses.*

Whereas, upon the petition of Wm. W. Woodworth, administrator of the estate of William Woodworth, deceased, for an extension of the within patent, granted to William Woodworth, deceased, on the 27th day of December, 1828, the boards of commissioners under the 18th section of the act of Congress, approved the 4th day of July, 1836, entitled an act to promote the progress of useful arts, to repeal all acts and parts of acts heretofore made for that purpose, did, on the sixteenth day of November, 1842, certify that the said patent ought to be extended.

Now, therefore, I, Henry L. Ellsworth, Commissioner of Patents, by virtue of the power vested in me by said 18th section, do renew and extend said patent, and certify that the same is hereby extended for the term of seven years, from and after the expiration of the first term, viz, the 27th day of December, 1842, which certificate of said board of commissioners, together with this certificate of the Commissioner of Patents,

sand eight hundred and twenty-eight, the full and exclusive right and liberty of making, constructing, using, and vending to others to be used, the said improvement; a description whereof is given in the words of the said William Woodworth himself, in the schedule hereto annexed, and is made a part of these presents.

In testimony whereof, I have caused these letters to be made patent, [Seal of the Patent Office.] and the seal of the United States to be hereunto affixed.

Given under my hand, at the city of Washington, this twenty-seventh day of December, in the year of our Lord one thousand eight hundred and twenty-eight, and of the independence of the United States of America the fifty-third.

(Sig'd) J. Q. ADAMS.

By the President:

(Sig'd) H. CLAY, *Secretary of State.*

CITY OF WASHINGTON, *to wit:*

I do hereby certify, that the foregoing letters patent were delivered to me on the twenty-seventh day of December, in the year of our Lord one thousand eight hundred and twenty-eight, to be examined; that I have examined the same, and find them conformable to law; and I do hereby return the same to the Secretary of State, within fifteen days from the date aforesaid, to wit, on this twenty-seventh day of December, in the year aforesaid.

WM. WIRT,
Attorney General of the United States.

The schedule referred to in these letters patent, and making part of the same, containing a description in the words of said William Woodworth himself, of his improvement in the method of planing, tongueing, grooving, and cutting into mouldings, or either, plank, boards, or any other materials, and for reducing the same to an equal width and thickness; and also for facing and dressing brick, and cutting mouldings on, or facing metallic, mineral, or other substances.

The plank, boards, or other material, being reduced to a width by circular saws, or friction wheels, as the case may be, is then placed on a carriage, resting on a platform, with a rotary cutting wheel in the centre, either horizontal or vertical. The heads, or circular plates, fixed to an axis, may have one of the heads moveable, to accommodate any length of knife required. The knife fitted to the head with screws or bolts; or the knives or cutters, for moulding, fitted by screws or bolts to logs, connecting the heads of the cylinder, and forming with the edges of the knives or cutters a cylinder. The knives may be placed in a line with the axes of the cylinder, or diagonally. The plank or other material, resting on the carriage, may be set so as to reduce it to any thickness required; and the carriage moving by a rack and pinion, or rollers, or any lateral motion, to the edge of the knives or cutters, on the periphery of the cylinder or wheel, reduces it to any given thickness; after passing the planing and reducing wheel, it then approaches, if re-

quired, two revolving cutter wheels, one for cutting the groove, and the other for cutting the rabbets that form the tongue; one wheel is placed directly over the other, and the lateral motion moving the plank or other material between the grooving and rabbeting wheels, so that one edge has a groove cut the whole length, and the other edge a rabbet on each side, leaving a tongue to match the groove. The grooving wheel is a circular plate fixed on an axis, with a number of cutters attached to it, to project beyond the periphery of the plate, so that when put in motion it will perform a deep cut or groove, parallel with the face of the plank or other material. The rabbetting wheel, also of similar form, having a number of cutters on each side of the plate, projecting like those on the grooving wheel, cuts the rabbet on the side of the edge of the plank, and leaves the tongue or match for the groove. By placing the planing wheel axes and cutter knives vertical, the same wheel will plane two planks or other material in the same time of one, by moving the plank or other material opposite ways, and parallel with each other, against the periphery of the planing or moulding wheel. The groove and tongue may be cut in the plank or other material at the same time, by adding a grooving and rabbeting wheel. Said William Woodworth does not claim the invention of circular saws or cutter wheels, knowing they have long been in use; but he claims as his invention the improvement and application of cutter or planing wheels to planing boards, plank, timber, or other material; also his improved methods of cutters for grooving and tongueing, and cutting mouldings on wood, stone, iron, metal, or other material; and also for facing and dressing brick; as all the wheels may be used single and separately for moulding, or any other purpose before indicated. He also claims, as his improved method, the application of circular saws for reducing floor plank and other materials to a width.

WILLIAM WOODWORTH.

Dated Troy, *December 4th*, 1828.

HENRY EVERTS,
D. S. GLEASON, *Witnesses.*

Whereas, upon the petition of Wm. W. Woodworth, administrator of the estate of William Woodworth, deceased, for an extension of the within patent, granted to William Woodworth, deceased, on the 27th day of December, 1828, the boards of commissioners under the 18th section of the act of Congress, approved the 4th day of July, 1836, entitled an act to promote the progress of useful arts, to repeal all acts and parts of acts heretofore made for that purpose, did, on the sixteenth day of November, 1842, certify that the said patent ought to be extended.

Now, therefore, I, Henry L. Ellsworth, Commissioner of Patents, by virtue of the power vested in me by said 18th section, do renew and extend said patent, and certify that the same is hereby extended for the term of seven years, from and after the expiration of the first term, viz, the 27th day of December, 1842, which certificate of said board of commissioners, together with this certificate of the Commissioner of Patents,

said fourteen years, and to the certificate, granting the said extension and renewal unto me in my said capacity, bearing date on the sixteenth day of November, now last past, and which is duly recording, according to act of Congress in that behalf, reference is hereby made, as showing my title and interest in and to the said letters patent.

And whereas, the said William Woodworth, through in advertence, accident, or mistake in his application for letters patent, made his specification of claim too broad, in this way, that he, the said Wm. Woodworth, claimed as his improved method the application of circular saws, for reducing floor plank, and other materials to width, of which he was not the original and first inventor; and whereas, some material and substantial part of the said patented thing was justly and truly the invention and improvement of the said William Woodworth:

Now, therefore, know ye, that I, the said William W. Woodworth, in my capacity aforesaid, and as the person to whom the said certificate was granted as aforesaid, have disclaimed, and do by these presents disclaim, all and any exclusive right, property, or interest, of, in, or to the application of circular saws for reducing floor plank or other materials to a width, by reason of the aforesaid letters patent, and to the aforesaid renewal or extension thereof.

In testimony whereof, I have hereto, in my capacity aforesaid, set my hand and seal, this second day of January, eighteen hundred and forty-three.

WILLIAM W. WOODWORTH,
Administrator of W. Woodworth, deceased.

Executed in presence of
CHARLES W. EMESU.
B. R. CURTIS.

And your orator further shows unto your honors, that on the second day of March, in the year of our Lord one thousand eight hundred and forty-three, William W. Woodworth, administrator of William Woodworth, deceased, did make an assignment to your orator, and for a valuable consideration vested in him, your orator, all and singular the exclusive rights conferred by the extension of the said patent, within and throughout the States of Louisiana, Alabama, the Territory of Florida, and other places; which said assignment has been regularly recorded in the Patent Office at Washington city, in Liber 4, pages 291, 292, of transfers of patent rights, on the 20th day of March, A. D. 1843.

All which was duly recorded in the Patent Office of the United States, as will more fully appear by a copy of the record duly authenticated, and ready to be produced in court as this honorable court may require.

And your orator further showeth unto your honors, that upon a due application made for that purpose, such proceedings were had in pursuance of the law in such case made and provided, that said patent was duly and legally extended for the term of seven years, from and after the expiration thereof, as will appear by the records of said Patent

Office, in due form of law, and duly authenticated, and ready in court to be produced as this honorable court may require.

And your orator further sheweth unto your honors, that said Woodworth and his assignees, immediately after obtaining said patent, erected and put in operation many machines in different parts of this country, whereby a very large amount of plank and boards have been planed, grooved, and tongued, and fitted for use, to the very great saving of labour, and to the very great benefit of the public, whereby your orator might have derived, and would have derived to themselves great profit, but for the illegal interference of the defendant and others, with the just exercise of their rights.

And your orator further sheweth, that he has licensed and authorized establishments for the working of said patented machine in the city of New Orleans, sufficient for the demands of said city, at a moderate price, to wit, at about half the usual price of manual labour; and the erection of said establishments has cost large sums of money; and your orator, and those who hold under him, are greatly injured by the using and vending the machines, and the manufacture thereof, by any other persons than those duly authorized by your orator.

And your orator further sheweth unto your honors, that said A. P. Simpson, agent, Joseph Forsythe and Simpson, in the Territory of Florida and in New Orleans, on or about the precise day or particular place,

Your orator cannot with more certainty state, well knowing the facts aforesaid, as your orator believes, and in defiance of his rights, made or cause to be made, set up, and put in operation, machines for planing, tongueing and grooving planks, boards, and other materials, vending, using, and selling the same in New Orleans, being the products of said machines, which machines were, and in all the material parts substantially like, and upon the plan of the machines invented, made, and put in operation by said Woodworth, and described in his said letters patent; and the said defendant hath ever since contrived to use, or cause said machine to be used and worked, and persists in doing the same, and refuses to desist, though often warned and requested so to do; whereby the defendant hath made a great profit, and done the complainant great injury, and threatens to continue said injury; but of the precise amount of profits by the defendant derived from the use of said machine, your orator is ignorant, and prays a disclosure from the defendant; but your orator hath been informed, and believes that the amount of the income which the defendant hath derived from the use of said machine, and from vending, using, and selling planks, boards, or lumber, the products of said machines, in the city of New Orleans aforesaid, is not less than two thousand dollars, and so he charges the fact to be.

And your orator further sheweth unto your honors, that the said A. P. Simpson has been, and is now, vending large quantities of dressed lumber, plank, &c., the products of a machine established in the Territory of Florida, by the said Forsythe and one Simpson, brother of

the said A. P. Simpson, which said machines is an infringement of the patent granted to William Woodworth, the extension of which was assigned to your orator, as stated in this bill. And the said A. P. Simpson is now, for and on account of the said Forsythe and Simpson, vending large quantities of the said products of the machine aforesaid, knowing the same to be a machine established and used in contravention of the rights of your orator as above stated, and receiving liberal commissions on the sales of the same, thereby aiding and assisting the said Forsythe and Simpson knowingly in the infringement of your orator's rights as set forth in this bill of complaint.

To the end, therefore, that the defendants may be compelled to account for what income they have derived from the use of said machine, and that they may be restrained from any further use thereof, your orator prays that your honors would grant a writ of injunction restraining the defendants from any further use thereof, and a writ of subpœna commanding the defendants to appear and make answer to said bill, and that said court would grant unto your orator such further and other relief as he may be entitled to.

(Signed) PERIN & WALKER, *Solicitors.*
(Signed) C. ROSELIUS, *Counsellor.*

F. Perin being duly sworn, deposes that the complainant Wilson is absent from the State of Louisiana, and that the facts as alleged in the above bill of complaint, to the best of his knowledge and belief, and from the information derived from others, are true.

(Signed) T. PERIN.

Sworn to and subscribed before me, this 24th April, 1844.

For D. N. HENNEN, *Clerk.*
(Signed) J. Q. A. HOIT, *Deputy clerk.*

And on the 6th of May, 1844, the following entry of appearance was made on the chancery rule docket, to wit:

JAMES G. WILSON,
vs.
A. P. SIMPSON, JOSEPH FORSYTH AND B. MILLS.

May 6th, 1844.

The defendant, A. P. Simpson, by his solicitor M. W. Hoffman, this day enters his appearance.

And on the 31st of May, 1844, the following separate answer was filed, to wit:

JAMES G. WILSON,
vs.
ANDREW P. SIMPSON, JOSEPH FORSYTH & SIMPSON.

In Equity.

To the honorable the judges of the circuit court of the United States for the fifth circuit, in and for the eastern district of Louisiana.

The separate answer of Andrew P. Simpson, one of the defendants to the bill of complaint of the said Jas. G. Wilson, respectfully represents:

That this defendant, now and at all times hereafter, saving to himself all manner of benefit and advantage of exception that can or may be had or taken to the many errors and other imperfections in the said complainant's said bill of complaint contained, for answer thereto, or unto so much thereof as this defendant is advised is material or necessary for him to make answer unto, answereth and saith: that he denies that he is agent or otherwise in conjunction with the said Joseph Forsyth & Simpson, in the Territory of Florida, or otherwise, or that they in conjunction with this defendant or otherwise, in defiance of the rights of complainant, made or cause to be made, set up, and put in operation, the machines described in said complainant's bill, to the injury of said complainant, or have in any other manner infringed upon the rights claimed and set up by said complainant.

He avers his ignorance of the right set up by said complainant, in manner and form as the same is set forth, but says that he is informed, and believes, and is ready to verify, that the rights set up by complainant, under an assignment from the administrator of William Woodworth, so far as the same embraced or was applicable to the county of Escambia, in the Territory of Florida, had by the said William Woodworth, through his assigns, been fully and legally assigned and transferred to the said Joseph Forsyth.

This defendant avers, and so charges, that the said Forsyth and the said Simpson reside in said Escambia county; and there, and no where else, under the rights acquired as aforesaid, have in operation machinery for tongueing, grooving, planing planks, which, in whole or in part, they send to this defendant, in the city of New Orleans, to be sold on commission. This defendant denies that he is in any manner interested in the making or using said machines, or in the product thereof, other than those what he derives from the sale of the product thereof, in whole or in part, in the way of commission, by the sale thereof. He further denies, that he has received said plank as aforesaid, knowing the same was the products of machines made or used in violation of the rights of said complainant.

And this defendant denies all unlawful combinations, wherewith he is charged in said bill; without there is any other matter, cause, or thing in the complainant's said bill of complaint contained, material or necessary for this defendant to make answer unto, and not herein or hereby well and sufficiently answered, avoided, traversed, or denied, is true to the knowledge and belief of this defendant; all which matters and things this defendant is ready and willing to aver and prove, as this honorable court shall direct; and hereby prays to be hence dismissed with his reasonable costs and charges in this behalf most wrongfully sustained.

(Signed,) M. W. HOFFMAN, *Solicitor.*

A. P. Simpson, the defendant, being duly sworn, says, that the facts set forth in the foregoing answer, as of his own knowledge are true, and those on the information of others, he believes to be true.

(Signed,) A. P. SIMPSON.

Sworn to and subscribed before me, this 31st May, 1844.

For D. N. HENNEN, *Clerk.*

(Signed,) J. Q. A. HOIT, *Deputy clerk.*

And on the 5th of June, 1844, the following notice of trial was filed, to wit:

NEW ORLEANS, *May 27th*, 1844.

M. W. HOFFMAN, esq:

Sir: Please take notice that we shall move the Hon. F. H. McCaleb in chambers, on Thursday, the 30th instant, at 9 o'clock, A. M., to grant a decree for an injunction against A. P. Simpson, in the matter of J. G. Wilson vs. the said Simpson, without requiring the complainant to give security to answer to defendants for damages, according to the law of Congress on the subject, and the constant and uniform practice of the U. S. circuit court.

Yours, respectfully,

(Signed,) PERIN & WALKER;
Solicitors for complainants.

Copy of the within served on Mr. Hoffman, solicitor for defendant, on Monday, the 27th May, 1844.

(Signed,) F. PERIN, *for complainant.*

And on the 5th June, 1844, the following entry was made on the minutes, to wit:

Wednesday, June 5th, 1844.

J. G. WILSON, vs. A. P. SIMPSON & al. } No. 1225.

The argument of the counsel for an injunction, without requiring complainant to give security to answer in damages, this day came on to be heard, F. Perin, esquire, appearing for complainant, and M. W. Hoffman, for the defendant; when, after some progress therein, the same was continued until to-morrow, at 9 o'clock, A. M.

And on the 6th of June, 1844, the following entry was made on the minutes, to wit:

Thursday, June 6th, 1844.

J. G. WILSON, vs. A. P. SIMPSON & al. } No. 1225.

The argument on the rule for an injunction was this day resumed, when the same being concluded, the said rule was submitted, and the court took time to consider.

And on the 7th of June, 1844, the following decree was entered on the minutes, to wit:

Friday, June 7th, 1844.

J. G. Wilson, vs. A. P. Simpson & al. } No. 1225.

After maturely considering the application for an injunction, without complying with the formalities required, to wit, that of giving bond and security, to answer in damages, the court do now order, that said application be refused, at the costs of the complainant.

And on the 9th of December, 1844, the following entry was made on the chancery rule docket, to wit:

December 9th, 1844.

James G. Wilson, vs. A. P. Simpson & als. } No. 1225.

On motion of F. Perin, solicitor for complainant, it is ordered, that the said A. P. Simpson produce in court, and file among the papers in this cause, the assignment, which he alleges in his answer he possesses, of the Woodworth patent right to the said Forsyth, to use in the Territory of Florida, and all other title papers, upon which defendants intend to rely on the trial of this cause, within ten days from the recording of this motion, or to shew good cause why he should or could not.

And on the 24th of January, 1845, the following exception was filed, to wit:

James G. Wilson, vs. A. P. Simpson & als. } In chancery.

An exception taken by the said complainant to the insufficient answer of A. P. Simpson, one of the said defendants.

For that the said defendant has not, to the best of his knowledge, remembrance, information, and belief, answered, disclosed, and set forth a full, just, and true inventory and account of all and singular the profits and commissions arising or accruing to said Simpson, from the divers sales of lumber, and other products, of defendant Forsyth's machine in Florida, as charged and prayed in complainant's bill, and all the particulars thereof; and has not stated what interest or profit the said defendant, Forsyth, has realized, received, or enjoyed, from all sales, shipments, or consignments, of lumber, products, &c., as aforesaid; which has been received and sold, or otherwise disposed of, by said defendant Simpson, as partially set forth in said answer; and whether any or what portions now remain unsold.

In all which particulars the said complainant excepts to the answer of the said Simpson, as evasive, imperfect, and insufficient; and humbly

prays that said defendant may be compelled to put in full and sufficient answer thereto.

(Signed,) F. PERIN,
Solicitor for complainant.

Judge's order.

On motion of F. Perin, solicitor for complainant, and on showing to the court sufficient cause for extending the time of filing this exception, it is ordered that the same be filed *nunc pro tunc*.

(Signed,) THEO. H. McCALEB,
U. S. Judge.

And on the same day, to wit, the 24th January, 1845, the following entry was made on the chancery rule docket, to wit:

Friday, January 24th, 1845.

JAMES G. WILSON, vs. SIMPSON & als. } No. 1225.

On motion of F. Perin, of counsel for the complainant, it is ordered, that the exception to insufficient answer be filed nunc pro tunc.

And on the 15th March, 1845, the following entry was made on the minutes, to wit:

Saturday, March 15th, 1845.

JAMES G. WILSON, vs. FORSYTH & SIMPSON. } No. 1225.

On motion of F. Perin, solicitor for complainants, it is ordered that complainant have leave to withdraw the documents among the papers in this case.

And on the 24th of April, 1845, the following entry was made on the minutes, to wit:

United States circuit court, fifth circuit and district of Louisiana.

Thursday, 24th day of April, 1845.

The court met pursuant to adjournment, present the honorable John McKinley, presiding judge; the honorable Theo. H. McCaleb, district judge.

J. G. WILSON, vs. A. P. SIMPSON & als. } No. 1225.

On motion of J. Henderson, esq., it is ordered that the defendant be cited to show cause to-morrow morning, at 9 o'clock, why a former order of this court for an injunction against the defendants, on terms that the complainant should give bond and security thereupon, should not be so modified as to relieve the complainant from giving such bond; or

why a new order for an injunction, without the requirement of such bond, should not be awarded to the complainant in the above entitled case.

Marshal's return thereon.

Received 24th April, 1845, and same day served a copy of the within rule by leaving the same at the office of M. W. Hoffman, esq., in the hands of Mr. Ogden.

(Signed) W. K. STILES, *Deputy.*

And on the 24th of April, 1845, the following replication was filed, to wit:

JAMES G. WILSON,
vs.
ANDREW P. SIMPSON, JOSEPH FORSYTH, and SIMPSON. } In Chancery.

United States circuit court, for the fifth circuit and for the district of Louisiana:

To the honorable the judge of said court.

The replication of the said James G. Wilson.

And this repliant, saving and reserving to himself all and all manner of advantage and exception which may be had and taken to the manifold errors, uncertainties, and insufficiencies of the answer of the said defendants, for replication thereunto saith, that he doth and will aver, maintain, and prove his said bill to be true, certain, and sufficient in the law to be answered unto by the said defendant, and that the answer of the said defendants is very uncertain, evasive, and insufficient in law to be replied unto by this repliant; without that, that any other matter or thing in the said answer contained, material or effectual in the law to replied unto, and not herein and hereby well and sufficiently replied unto, confessed or avoided, traversed or denied, is true; all which matters and things this repliant is ready to aver, maintain, and prove as this honorable court shall direct; and humbly prays, as in and by his said bill he hath already prayed.

(Signed,) F. PERIN, *his solicitor.*

And on the 25th of April, 1845, the following decree was entered on the minutes, to wit:

Friday, April 25th, 1845.

J. G. WILSON,
vs.
A. P. SIMPSON et als. } No. 1225.

The rule taken in this case, on behalf of the complainant on defendants, to shew cause why the injunction granted herein should not be issued without the requirement of a bond and security, was this day taken up and tried. J. Henderson, F. Perin, and Upton, esqrs., for the complainant, and M. W. Hoffman, esqr., for the defendants; when,

after argument of counsel, it is ordered that said rule be dismissed, and that said complainant give bond and sufficient security for the use and benefit of Forsyth & Co., of Florida.

And on the same day, to wit, the 25th of April, 1845, the following bond for injunction was filed:

Know all men by these presents, that we, James G. Wilson, as principal, and John Henderson and Finley B. Hiem, as sureties, are held and firmly bound, jointly and severally, unto John Forsyth & Co. and A. P. Simpson, defendants, in the suit of Wilson vs. John Forsyth et als., in the sum of five thousand dollars, lawful money of the United States of America, to be paid to the said John Forsyth & Co., and A. P. Simpson, their heirs, executors, administrators, and assigns; for which payment well and truly to be made, we bind ourselves, and each of us by himself, and each of our heirs, executors, and administrators, firmly by these presents. Sealed with our seals, and dated the 25th day of April, in the year of our Lord eighteen hundred and forty-five.

Whereas, the said James G. Wilson has presented a petition to the honorable the circuit court of the United States, for the fifth circuit, holding sessions in and for the district of Louisiana, praying for an injunction to restrain A. P. Simpson, of New Orleans, from vending the dressed lumber, (which is the product of the machines used by the said Forsyth & Co. in Florida, and by them sent to said market,) within the jurisdiction of this court, and to restrain the infringement by defendants of the patent rights of said Wilson.

Now, the condition of the above obligation is, that we the above bounden James G. Wilson and , will well and truly pay to the said J. Forsyth & Co., and A. P. Simpson, who are the defendants in said petition, all such damages as they may recover against us in case it should be decided that the said injunction against the said A. P. Simpson was wrongfully obtained.

(Signed,) JAMES G. WILSON, [L. S.]
" JOHN HENDERSON, [L. S.]
" F. B. HIEM. [L. S.]

Signed, sealed, and delivered in the presence of—
(Signed,) W. S. UPTON.
" DUNCAN N. HENNEN.

Approved.
(Signed,) THEO. H. McCALEB,
U. S. Judge.

And on the 30th of April, 1845, the following grounds to dissolve injunction were filed, to wit:

WILSON,
vs.
SIMPSON & ALS.

Grounds upon which a dissolution of the injunction granted herein is asked for:

1st. That the answer filed has taken away all the equity set forth in the bill.

2nd. That twelve months has expired since the filing of the answer without issue taken thereon; the complainant has slept upon his rights, and is not entitled to an injunction.

3rd. That the defendant Simpson is a large sufferer by the injunction, has received and has now on hand a large quantity of lumber, on which he has expended large sums for freight, and the bond affords him no protection, being ordered to be taken in favor of the other parties in the bill.

4th. That the injunction has issued to restrain that which the law does not forbid; there is no restriction in the sale of the product of a machine, but on a sale of the machine itself.

(Signed,) M. W. HOFFMAN, *Attorney.*

And on the 8th of May, 1845, the following entry was made on the minutes, to wit:

WILSON, vs. SIMPSON & ALS. } No. 1225. *Thursday, May 8th,* 1845.

On motion of M. W. Hoffman, esq., counsel for defendants, it is ordered that the plaintiff shew cause, on Saturday the 10th inst., why the injunction granted in this case, on the 25th April last, should not be dissolved.

And on the same day, to wit, the 8th of May, 1845, the following answer of E. E. Simpson was filed:

To the honorable the judge of the circuit court for the fifth judicial circuit for the district of Louisiana.

In chancery.

The answer of E. E. Simpson, who is impleaded with Joseph Forsyth and A. P. Simpson, by James G. Wilson, complainant. This defendant, without confessing any of the matters in said bill, says, that he denies that he has alone, or in connection with any other person, in the Territory of Florida or otherwise, in defiance of the rights of complainant, made or cause to be made, set up, and put in operation, the machines described in complainant's bill, to the injury of complainant; or has in any manner infringed upon the rights claimed and set up by said complainant. He says that he is interested, with the said Joseph Forsyth, in using machines for tongueing, grooving, &c., of plank, and in sending said lumber to New Orleans and elsewhere for sale; that said machines were made, set up, and are now used in pursuance of an assignment duly made through sundry persons, from William Woodworth, the original patentee thereof, and was duly *en*quired by the said Joseph Forsyth, under an assignment for the exclusive use thereof, for the then county of Escambia, in Florida; all which are fully set forth in the plea and answer of the said Joseph Forsyth herein filed; and this defendant, holding under the rights then acquired by the said Forsyth, pray the same may be taken as part of this answer, as the same are therein set forth.

This defendant, denying all unlawful combination and all other matters therein contained, pray to be dismissed with his costs.

(Signed) M. W. HOFFMAN, *Solicitor.*

A. P. Simpson, agent of the said E. E. Simpson, being duly sworn, says, that the facts set forth in the foregoing answer are within his knowledge and are true, and that E. E. Simpson is absent from this State.

(Signed) A. P. SIMPSON.

Sworn to before me, this 8th May, 1845.

(Signed) DUNCAN N. HENNEN,
Master in chancery.

And on the same day, to wit, the 8th of May, 1845, the following plea of Joseph Forsyth was filed:

To the honorable the judge of the circuit court for the fifth judicial circuit, for the district of Louisiana, in chancery.

The plea of Joseph Forsyth, who is impleaded with Andrew P. Simpson and Simpson, by James G. Wilson, complainant.

This defendant, by protestation, not confessing or acknowledging all or any of the matters or things in the said complainant's said bill mentioned to be true, in such manner and form as the same are therein and thereby set forth and alleged, doth plead thereunto, and for plea saith, that by an act of the Congress of the United States, made on the fourth day of July, one thousand eight hundred and thirty-six, it was amongst other things enacted, that any person who had discovered any new and useful machine, or any new and useful improvement thereof, not known or used by others before his discovery or invention thereof, and not in public use on sale with his consent, should be entitled to make application to the commissioner of patents, and on due proceedings had, the said commissioner may grant to such applicant a patent for any such new invention or discovery, granting the exclusive right to make, use, and vend the same for fourteen years. And it is furthermore enacted and declared, that every patent so granted shall be assignable, either as to the whole interest, or any undivided part thereof; and that whenever any patentee of an invention *of an invention* or discovery, shall desire an extension of his patent beyond the term of its limitation, it shall be the duty of said commissioner, on the application of the said patentee, and his compliance with certain conditions therein set forth, and on the report of the Secretary of State, the commissioner of the patent office, and the solicitor of the Treasury, that an extension of said patent is not incompatible with the public interest, and that it is just and proper to extend the same, by reason that said patentee hath not been remunerated for his invention, to grant an extension thereof, before the same expires, for the space of seven years from the expiration of the first term; and it is therein and thereby expressly declared, that such renewed patent shall have the same effect in law as tho' it had been originally granted for the space of twenty-one years, and that *the benefit of such renewal shall extend to assignees and grantors of the right to use the thing patented, to the extent of their respective interests therein.*

And this defendant further for plea saith, that one William Woodworth being the inventor of a certain machine in the method of planing, tongueing, grooving, and cutting into mouldings, or either, plank, boards, or any other material, and for reducing the same to an equal width, did apply to the proper department of the Government of the United States, and having complied with the requirements of law, he, on the 27th day of December, in the year 1828, procured to be issued to him, in pursuance of the law aforesaid, a patent under seal of the Patent Office, whereby was granted to the said William, his heirs, administrators, and assigns, for the term of fourteen years, from the 27th December, 1828, the full and exclusive right and liberty of making, constructing, using, and vending to others to be used, the aforesaid improvement or machine so patented to him; which patent remains of record, and was duly recorded in the Patent Office of the United States.

And this defendant further for plea saith, that one Uri Emmons did, on or about the 25th day of April, in the year one thousand eight hundred and twenty-nine, claim to be the inventor of a certain machine, similar to, and in many respects identical with, that theretofore patented by the said William Woodworth, and made application to the proper authorities, and obtained a patent therefor, in pursuance of law, granting to him and his heirs, executors, and assigns, the exclusive right of making, constructing, using, and vending to others for use, said machine, for the space of fourteen years from the date last aforesaid, which said patent was granted under the seal aforesaid, and was recorded according to law. And the defendant saith, that after the issuing of the patent last aforesaid the said Uri Emmons made a certain deed of assignment, bearing date on the sixteenth day of May, in the year one thousand eight hundred and twenty-nine, to and with Daniel H. Twogood, Daniel Halstead, and William Tyack, and delivered the same to them, whereby the said Uri transferred and assigned to the said Daniel H. Twogood, Daniel Halstead, and William Tyack, all his, the said Uri's, right, title, and interest in and to the patent so as aforesaid granted to him; which deed was recorded within three months after its execution in the Patent Office. And the defendant saith, that after the granting of the patent to the said William Woodworth, he, the said Woodworth, afterwards, to wit, on the 4th day of December, in the year 1828, executed and delivered to James Strong his certain deed of assignment, whereby he transferred to the said James a moiety or half interest in and to the patent so as aforesaid granted to him the said William, which deed was recorded within three months after executing the same in the Patent Office of the United States, where it remains of record.

And this defendant further for plea saith, that the said William Woodworth, and his assignee James Strong, being the sole owners of the patent so as aforesaid granted to the said William, entered into an agreement to and with Daniel H. Twogood, Daniel Halstead, William Tyack, the assignees of Uri Emmons, and sole owners of the patent granted to the said Uri, also being a party thereto, whereby it was agreed between the parties, that the patents so as aforesaid respectively granted to

the said Uri and to the said William should be consolidated, so that the parties to said agreement should be interested in both patents to a like extent; that at that time they were interested in either; and it was further agreed that, in consideration that the said William Woodworth and the said James Strong should be permitted to have and enjoy the exclusive privileges given by both of said patents for certain portions of the United States, that the said Daniel H. Twogood, Daniel Halstead, and William Tyack should be entitled to have and enjoy the exclusive privileges given by both of said patents for the States of South Carolina, Georgia, and the Territory of East and West Florida, in the United States, and to have all the benefit, profit, and advantage of the said patent right within the limit aforesaid, and of all improvements, alterations, and renewals thereof; which said agreement in writing was recorded within three months from the making thereof, and remains of record in the Patent Office of the United States.

And the defendant further saith, that the said William Tyack, part owner of an interest in the said patents, did, on the 8th day of December, 1829, by assignment in writing of that date, executed and delivered to William H. Culver, assign and transfer to the said William all his right, title, and interest in and to the two patents aforesaid, and to all improvements, alterations, and renewals thereof, which assignment was recorded in the Patent Office within three months after making the same, and there remains of record.

And this defendant further saith, that the said Daniel H. Twogood, Daniel Halstead, and William H. Culver, the said William Tyack also being a party, did, on the sixth day of October, 1831, make and execute an assignment in writing of that date, whereby they being the sole owners of said two patents in and for the States and Territories aforesaid, did assign and transfer to one Mark Richards, John Hemphill, and John A. Inslee, one undivided moiety or half part of their aforesaid interest in said patents and agreement of consolidation, which conveyance was recorded in the Patent Office within three months from the making thereof, and now remains of record in said office.

And defendant further saith, that on the day last aforesaid, in the year last aforesaid, the said Daniel H. Twogood, Daniel Halstead, and William H. Culver and William Tyack, did make and execute a certain other assignment in writing, which was recorded in manner aforesaid, and delivered the same to Richard G. Howland and Zachariah Woolen, whereby they transferred and assigned to the said Richard the rest, residue, and remainder of their interest in and to the privileges secured by said patents and the agreement of consolidation aforesaid, being a moiety or half interest therein, and thereby the whole undivided interest in the two patents aforesaid for the States of South Carolina, Georgia, and the Territory of East and West Florida, with an interest in all renewals, became vested in the said Mark Richards, John Hemphell, Richard Inslee, Richard G. Howland, and Zachariah Woolen.

And the defendant further saith, that afterwards, to wit, on the 15th day of March, one thousand eight hundred and thirty-two, the said Mark

Richards, John Hemphill, and John A. Inslee, by deed in writing duly delivered, did transfer to John L. Newbold and William L. Newbold, all their right, title, and interest in and to the patents aforesaid and said agreement of consolidation, which was duly recorded in the Patent Office within three months from the execution thereof, and remains of record in said office.

And the defendant further saith, that the said John L. Newbold and William L. Newbold, and Richard G. Howland and Zachariah Woolen, being the sole owners in undivided interest in and to the privileges secured by the aforesaid patents and the agreement of consolidation aforesaid, did, on the first day of June, in the year of our Lord one thousand eight hundred and thirty-six, for and in consideration of the sum of one thousand five hundred dollars, paid by this defendant, Joseph Forsyth, to them the said John L. Newbold, William L. Newbold, Richard G. Howland, and Zachariah Woolen, execute and deliver to said defendant their deed, sealed with their respective seals, whereby they, for the consideration aforesaid, granted to defendant all right, title, and interest possessed by them, or either of them, in and to the aforesaid patents, and the rights acquired under them, and the full and exclusive right to use, and vend to others to be used, the improvements and machines described in the specifications accompanying the patents aforesaid, within the county of Escambia, in the Territory of West Florida; to have and to hold the said exclusive right, with all advantages arising therefrom, and all improvements, alterations, and renewals thereof, within the said county of Escambia, to the said defendant, his heirs and assigns, for his and their proper use; which deed was duly recorded within three months after the same was executed in the Patent Office of the United States, where it remains of record.

And this defendant further for plea saith, that before the expiration of the term of fourteen years, for which the patent first aforesaid was granted to the said William Woodworth, to wit, on the 27th day of December, in the year 1842, the said William having departed this life, his executor William W. Woodworth made application for and obtained an extension and renewal of the patent so granted, for the space of seven years from and after the 27th day of December, in the year 1842, according to the act of Congress in such case made and provided; which extension and renewal was recorded within three months thereafter in the Patent Office, and there remains of record.

Wherefore this defendant saith, that by reason of the patent so as aforesaid issued, and the agreement of consolidation thereof, and the renewal and extension so as aforesaid set forth, and the several assignments so as aforesaid made, he, this defendant, rightfully, within the county of Escambia, in the Territory of West Florida, made and caused to be made, set up, and put in operation, machines for planing, grooving and tongueing planks, boards, and other materials, and vending the product in New Orleans and elsewhere; and the defendant in fact saith, that all the planks, boards, or other materials, so manufactured and sent to New Orleans or elsewhere, by this defendant, or by this defendant and

Simpson, to A. P. Simpson or to any other person, was and is the product of such machines established within the county of Escambia, in the Territory of West Florida, as the limits of said county were known and established at the time he, this defendant, purchased the right in said patents as aforesaid; all which matters and things this defendant doth aver to be true, and is ready and willing to maintain and prove, as this honorable court shall award; and he doth plead the same in bar to the whole of the complainant's said bill, and he doth humbly demand the judgment of this honorable court whether he, this defendant, ought to be compelled to make any further or [other] answer thereto.

(Signed) JOSEPH FORSYTH, Jr., &c.
(Signed) M. W. HOFFMAN, *Solicitor.*

STATE OF LOUISIANA, *Parish of New Orleans, ss:*

A. P. Simpson being duly sworn saith, that he is agent for Joseph Forsyth, who is absent from the State of Louisiana, and that the facts set forth in the above plea are true, and said plea is not interposed for delay.

(Signed) A. P. SIMPSON.

Sworn and subscribed before me, this 8th May, 1845.

(Signed) DUNCAN N. HENNEN,
Master in chancery.

I certify, that in my opinion the facts set forth in the foregoing plea constitute a defence to complainant's bill, and therefore that said plea is well founded in point of law.

(Signed) P. ANDERSON, *of counsel.*

And on the 10th of May, 1845, the following entry was made on the minutes, to wit:

Saturday, May 10th, 1845.

WILSON, vs. SIMPSON & ALS. } No. 1,225.

The rule taken herein, on the 8th instant, by M. W. Hoffman, esq., counsel for defendants, to shew cause why the injunction granted in this case on the 25th of April last, should not be dissolved, this day came up for hearing; J. Henderson and Upton, esqrs., appearing for complainant; when, after argument of counsel, the court took the same under advisement. And on the 14th of May, 1845, the following entry was made on the minutes, to wit:

Wednesday, 14th *May*, 1845.

J. G. WILSON, vs. SIMPSON et als. } No. 1,225.

The court this day, after mature deliberation, ordered, adjudged, and decreed, that the rule taken in this case to dissolve the injunction be overruled with costs.

And on the 17th of May, 1845, the following entry was made on the chancery rule docket, to wit:

Saturday, May 17, 1845.

J. G. WILSON,
vs.
A. P. SIMPSON et al. } No. 1,225.

The defendant, Joseph Forsyth, having filed his plea herein on the 8th instant, the same is set down for hearing this day by consent of parties; the complainants not admitting the facts alleged in said plea, but for the purpose of raising the questions of law which they involve, and obtaining a speedy decision of the same.

And on the same day, to wit, the 17th of May, 1845, the following points, to be certified to the Supreme Court, was entered on the minutes:

Saturday, 17 *May*, 1845.

J. G. WILSON,
vs.
SIMPSON et al. } No. 1,225.

This case coming on to be heard on demurrer filed to the plea of Joseph Forsyth, one of the defendants, set down for hearing by consent, and the matters of law arising on said plea, the following points became material to the decision, and being considered, the court were divided in opinion on the following points:

1st. Whether by law, the extension and renewal of the said patent, granted to William Woodworth, and obtained by William W. Woodworth, his executor, ~~enured~~ to the benefit of said defendant, to the extent that said defendant was interested in said patent before such renewal and extension.

2d. ~~Whether by law~~ the assignment of an exclusive right ~~to the defendant, by the original patentee, or those claiming under him,~~ to use ~~said~~ machine, and to vend the same to others for use, within ~~the county of Escambia, in the Territory of West Florida, did~~ authorize ~~said defendant~~ to *vend* elsewhere ~~than in said county of Escambia~~, to wit, in the city of New Orleans, State of Louisiana, *plank, boards and other materials product of a machine* ~~established and used within the said county of Escambia, in the Territory of West Florida~~.

Wherefore, upon the request of defendants' counsel, it is ordered and directed that the foregoing points of law be certified for the opinion of the Supreme Court of the United States.

Circuit court of the United States, district of Louisiana:

I, Duncan N. Hennen, clerk of the circuit court of the United States, in and for the district of Louisiana, do hereby certify, that the foregoing 61⅔ pages contain a full, faithful, and true transcript of the record and proceedings, together with all the evidence adduced on the trial of J. G. Wilson vs. A. P. Simpson et als., No. 1225, so far as the same now remain on file in said court.

In testimony whereof, I have hereunto signed my name, and affixed the seal of said court at the city of New Orleans, this 23d day of June, A. D. 1845, and 69th year of the independence of the United States.

For DUNCAN N. HENNEN, *Clerk.*
F. McCULLOCH, *Dept'y Clerk.*

I, Theodore H. McCaleb, judge of the district court of the United States, for the district of Louisiana, and one of the judges of the circuit court of the United States for the fifth circuit and district of Louisiana, do hereby certify, that Duncan N. Hennen is the clerk of the circuit court of the United States, for the fifth circuit and district of Louisiana, and that F. McCulloch, who signed the foregoing certificate, is deputy clerk of said court, and was at the time of so doing; and that full faith and credit are due to his acts as such, and that the foregoing certificate is in due form of law.

Witness my hand and seal this 23rd day of June, A. D. 1845.

THEO. H. McCALEB. [SEAL.]

Filed 20th Oct., 1845.

1073-

SUPREME COURT OF THE UNITED STATES.

No. 128.

JAMES G. WILSON, COMPLAINANT AND APPELLANT,

vs.

JOSEPH TURNER, JR., AND JOHN C. TURNER.

APPEAL FROM THE CIRCUIT COURT UNITED STATES FOR MARYLAND.

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J. & G. S. Gideon, printers.

In testimony whereof, I have hereunto signed my name, and affixed the seal of said court at the city of New Orleans, this 23d day of June, A. D. 1845, and 69th year of the independence of the United States.

For DUNCAN N. HENNEN, *Clerk.*
F. McCULLOCH, *Dept'y Clerk.*

I, Theodore H. McCaleb, judge of the district court of the United States, for the district of Louisiana, and one of the judges of the circuit court of the United States for the fifth circuit and district of Louisiana, do hereby certify, that Duncan N. Hennen is the clerk of the circuit court of the United States, for the fifth circuit and district of Louisiana, and that F. McCulloch, who signed the foregoing certificate, is deputy clerk of said court, and was at the time of so doing; and that full faith and credit are due to his acts as such, and that the foregoing certificate is in due form of law.

Witness my hand and seal this 23rd day of June, A. D. 1845.

THEO. H. McCALEB. [SEAL.]

Filed 20th Oct., 1845.

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J. & G. S. Gideon, printers.

THE UNITED STATES OF AMERICA,
District of Maryland, to wit:

At a circuit court of the United States for the fourth circuit in and for the Maryland district, begun and held at the city of Baltimore on the first Monday in April, in the year of our Lord one thousand eight hundred and forty-five.

Present, the honorable Roger B. Taney, chief justice of the Supreme Court of the United States; the honorable Upton S. Heath, judge of Maryland district; Z. Collins Lee, esquire, attorney; Moreau Forrest, esquire, marshal; Thomas Spicer, clerk.

Among other were the following proceedings, to wit:

JAMES G. WILSON,
vs.
JOSEPH TURNER, jr., and John C. Turner.

Be it remembered, that heretofore, to wit, on the thirty-first day of August, in the year of our Lord one thousand eight hundred and forty-four, the said James G. Wilson, by John H. B. Latrobe and Reverdy Johnson, his solicitors, filed in the circuit court here his bill of complaint against the said Joseph Turner, junior, in the words and of the tenor following, to wit:

Bill of complaint.

To the honorable the judges of the circuit court of the United States for the Maryland district.

Humbly complaining, sheweth unto your honors, your orator, James G. Wilson, a citizen of the State of New York, that on the 27th day of December, in the year 1828, William Woodworth, of the State of New York, obtained letters patent of the United States for a new and useful improvement in the method of planing, tonguing, grooving and cutting into mouldings, either plank, boards, or any other materials, and for reducing the same to an equal width and thickness; and also for facing and dressing brick, and cutting mouldings on, or facing, metallic, mineral, or other substances; that afterwards the said Woodworth died; and afterwards again, upon the petition of William W. Woodworth, administrator of the estate of William Woodworth aforesaid deceased, there was granted, on the sixteenth day of November, 1842, an extension of the said patent for the term of seven years from and after the expiration of the first term, to wit, the 27th day of December, in the year 1842. That afterwards, on the 2d day of January, in the year 1843, the said William W. Woodworth executed an instrument of disclaimer in relation to a part of the said patented improvement, according to the act of Congress in such cases made and provided; and in support of the allegations of this part of his bill of complaint, your orator files herewith, as a part thereof, copies duly certified, under seal

of the original letters patent, the renewal or extension thereof, and the said instrument of disclaimer.

And your orator further sheweth unto your honors, that on the ninth day of August, in the year 1843, he purchased from the said William W. Woodworth, administrator, all his right, title, and interest in and to the said letters patent, renewed and extended as aforesaid, with the benefit of said disclaimer, for the State of Maryland east of the Blue Ridge, whereby he became substituted, in all respects as regards said letters patent, in the place of the said administrator, in the said part of the State of Maryland, as will appear by a copy certified under seal of the assignment from said Woodworth to your orator, herewith filed, and which it is prayed may be taken and received as a part of this bill of complaint. And your orator further sheweth that, being thus the assignee of all the rights existing under the said letters patent, and the extension thereof in and for the State of Maryland, he had reason to believe that he would have been permitted to enjoy the same, and the profits thereof, without let or hindrance. But, may it please your honors, a certain Joseph Turner, jun., not regarding the rights of your orator in the premises, but contriving to injure and damage him therein, hath had in operation, without any right or title thereto, ever since the date of your orator's title as aforesaid, a machine substantially the same in principle and mode of operation with the machine for which letters patent were granted as aforesaid; which said machine, so used and put into operation by the said Turner, he, the said Turner, well knows is the same with the machine to which your orator has the exclusive right in the State of Maryland.

And your orator further sheweth, that he hath given notice to the said Turner more than once that his conduct was in violation of your orator's rights, and that if they persisted in it, application would have to be made to this honorable court for redress; of all which notification the said Turner hath been utterly regardless. And your orator further sheweth that, from the time of the original patent, the machine has been known and recognised as the invention of William Woodworth aforesaid; and the right thereto, if ever questioned at all, hath in the end always been admitted and yielded to. That at the term of the circuit court for the 1st district, commencing on the 16th May last past, the case of Washburn and Brown versus Gould was tried, which was an action brought to recover damages on account of an alleged infringement of the letters patent aforesaid extended as aforesaid. During the trial of this cause, every defence was made which the facts and the most experienced legal ingenuity would admit; every point was made that could be made; numerous witnesses on both sides were examined; and at the close of a trial, which lasted from the sixteenth day of May till the fourth day of June following, the jury rendered a verdict for the plaintiffs. And in proof of what is here alleged with regard to the character of the trial, your orator offers the report of the trial, carefully taken at the time, published in the Boston Courier of the 11th June last; and also a certified copy, under seal, of the verdict and judgment

thereupon, which last it is prayed may be taken as a part of this bill of complaint; wherefore your orator alleges that the said patent has not only been sustained by long public concession, but also by the verdict of a jury and the judgment of a court, upon an ample trial upon the merits.

And your orator therefore respectfully suggests, that he has brought himself within the scope of the action of this honorable court, by way of injunction, to protect his rights. And yet, notwithstanding all this, the said Joseph Turner, jun'r, continues to infringe the rights of your orator, to the great profit and gain of him, the said Turner; all of which is contrary to equity and good conscience, and tends to the manifest wrong and injury in the premises of your orator.

To the end, therefore, that the said Joseph Turner, junior, may be made a party to the bill, and that he may full, true and perfect answer make thereto, and that as particularly as if specially interrogated; and that he may declare what profits he has made by the use of the said machine since the day of August aforesaid; and that he may account therefor; and that he may be restrained from any further use of the said machine; and for such further and other relief as this honorable court may see proper to be granted in the premises, may it please your honors to grant to your orator the writ of injunction to Joseph Turner, jun'r, directed, commanding and enjoining him from using, or allowing to be used, the machine aforesaid; and also a writ of subpœna to the said Joseph Turner, jun'r, directed, commanding him, by a certain day, and under a certain penalty, to be and appear before this honorable court to answer the premises, and to stand to and abide by such order and decree as this honorable court may see fit to pass therein.

JNO. H. B. LATROBE,
Solicitor for Complainant.

State of Maryland, Baltimore city, sct:

Be it remembered, that on this 22d day of July, in the year 1844, before me, the subscriber, a justice of the peace of the said State, in and for the said city, personally appeared James G. Wilson, the complainant in the aforegoing bill named, and made oath, on the Holy Evangely of Almighty God, that the matters and things set forth in the above bill of complaint are justly and truly stated, so far as he hath personal knowledge thereof; and so far as he has derived his knowledge from others, he believes them to be true.

JAMES G. WILSON.

Sworn before— HENRY SNYDER.

Afterwards, to wit, on the eleventh day of November, in the year of our Lord one thousand eight hundred and forty-four, the said James G. Wilson, by his solicitors aforesaid, filed in the circuit court here his amended bill of complaint, in the words and of the tenor following, to wit:

In the matter of JAMES G. WILSON
vs.
JOSEPH TURNER, jr.

In the circuit court, U. S., for the Maryland district.—Equity side.

Amended bill of complaint.

The complainant, by the leave of the court first had and obtained, amends the bill of complaint heretofore filed by him in this cause, by charging that John C. Turner is a partner with the defendant Joseph Turner, jr., in carrying on the business of planing or manufacturing plank, or boards, or the like, and using therein the machines, which the complainant charges are substantially the same in principle and mode of operation with those patented by William Woodworth on the 27th December, 1828, and in reference to which a disclaimer was afterwards entered by the administrator as charged in the original bill. And the said complainant further, in like manner, amends the said original bill by charging that William Woodworth, to whom the patent aforesaid was granted, was the true inventor or discoverer of the said machine, and that it had not been in use, or described in any public work, anterior to the said invention and discovery thereof by the said patentee. And the said complainant prays subpœna to issue against the said John C. Turner to answer the said bill amended hereby, as fully as if thereto specially interrogated, and that injunction may issue against him as though he had been an original party to the said bill of complaint.

J. H. B. LATROBE,
R. JOHNSON, *for compl't.*

Circuit court of the U. S. for the Maryland district.

In open court, this eleventh day of November, 1844, personally appeared James G. Wilson, who made oath on the Holy Evangely of Almighty God, that the matters and things set forth in the annexed amendment to his bill of complaint heretofore filed in the above cause, are just and true so far as he has personal knowledge thereof, and so far as he has knowledge thereof from the information of others, he believes them to be true. THO. SPICER, *Cl'k Circ't Ct.*

Afterwards, to wit, on the nineteenth day of November, in the year of our Lord one thousand eight hundred and forty-four, the said John C. Turner, by David Stewart, William Schley, and Hugh D. Evans, his solicitors, filed in the circuit court here his answer to the bill of complaint of the said James G. Wilson against him and Joseph Turner, junior, in the words and of the tenor following, to wit:

Answer of John C. Turner.

In the circuit court of the United States for the fourth circuit for the district of Maryland.

The separate answer of John C. Turner to the bill of complaint filed in this honorable court by James G. Wilson against him and Joseph Turner, junior.

This respondent, saving to himself all and all manner of benefit and

advantage from the many and manifold errors and imperfections in the said bill contained, for answer thereto, saith: That true it is that the said William Woodworth, in the said bill mentioned, did, at the time and in the manner mentioned in the said bill, obtain the letters patent therein alleged as the foundation of the complainant's claim; but this respondent avers that the said William Woodworth did, by assignment bearing date on or about the fourth day of December, in the year eighteen hundred and twenty-eight, duly executed and recorded, for a valuable consideration, convey, assign, transfer, and assure unto one James Strong, the one full and equal half part of the invention intended to be secured by the said patent, as will more fully and at large appear by a legally authenticated copy of the said assignment, which this respondent herewith brings into court, and prays that it may be taken as and for a part of this his answer; and this respondent further avers, that on or about the twenty-fifth day of April, one thousand eight hundred and twenty-nine, one Uri Emmons received letters patent of the United States securing to him the full and exclusive right and liberty of making, constructing, using, and vending to others to be used, a new and useful improvement in the mode of planing floor plank, and grooving, and tonguing, and straightening the edges of the same, planing boards, straightening and planing square timbers, &c., by machinery at one operation, called the cylindrical machine, as will appear by reference to a copy of the said patent, which this respondent brings into court, and prays may be taken as and for a part of this his answer.

And this respondent further avers, that afterwards, on or about the sixteenth day of May, in the said last mentioned year, the said Uri Emmons did, for a valuable consideration, by assignment, duly executed and recorded, grant, sell, and convey to Daniel H. Toogood, Daniel Halstead, and William Tyack, the full and exclusive right and liberty, derived from the said last mentioned patent, for making, using, and vending to others to be made, used, and sold, the said improvement within and throughout the United States of America, as will more fully and at large appear by reference to a copy of the said assignment, duly authenticated, which this respondent herewith brings into court, and prays that it may be taken as and for a part of this his answer.

And this respondent further avers, that afterwards, that is to say, on or about the twenty-eighth day of November, in the year last abovesaid, a mutual deed of assignment was made and executed, by and between the said William Woodworth and James Strong, and the said William Tyack, D. H. Toogood, Daniel Halstead and Uri Emmons, wherein and whereby the said Woodworth and Strong did assign to the said Toogood, Halstead, and Tyack, and Emmons, and their assigns, all their right and interest in the aforesaid patent, granted to William Woodworth, to be sold and used, and the plank or other materials prepared thereby to be vended and used in the following places, namely: in the city and county of Albany, in the State of New York; in the State of Maryland, except the western part which lies west of the Blue Ridge; in Tennessee, Mississippi, Alabama, South Carolina, Georgia, the Flor-

idas, Louisiana, Missouri, and the territory west of the Mississippi, and not in any other State or place within the limits of the United States and territories thereof. And the said Emmons, Toogood, Halstead, and Tyack, in consideration thereof, did assign to the said Woodworth and Strong, and their assigns, all their right and interest in the aforesaid patent, granted to Uri Emmons, to be sold and used, and the plank or other materials prepared thereby, to be vended and used in all and singular the rest and residue of the United States and the territories thereof. And the two parties further agreed, that any improvement in the machinery, or alteration or renewal of either patent, such improvement, alteration, or renewal shall accrue to the benefit of the respective parties in interest, and may be applied and used within their respective districts, as hereinbefore designated. All which will more fully and at large appear, by reference to a duly authenticated copy of the last mentioned deed of assignment, which this respondent brings into court, and prays may be taken as and for a part of this his answer.

And this respondent further avers, that the said William Tyack did, by deed of assignment, bearing date on or about the twenty-eighth day of December, in the year aforesaid, for a valuable consideration, assign and transfer, unto William Henry Culver and his assigns, all the rights and privileges which he possessed and had, or might have, in and by virtue of the two aforesaid letters patent, in pursuance and in virtue of certain assignments therein described, whereof the before in part recited deed of mutual assignment is one. All of which will more fully and at large appear, by a duly authenticated copy of the said last mentioned deed of assignment, which this respondent brings herewith into court, and prays may be taken as and for a part of this his answer.

And this respondent further avers, that the said Daniel H. Toogood did sell and assign, to the aforesaid Daniel Halstead and his assigns, all his right, title, and interest, in and to the two patent rights before mentioned.

And this respondent further avers, that the said Daniel Halstead did, by deed of assignment, duly executed and recorded, bearing date on or about the fifteenth day of October, in the year eighteen hundred and thirty, grant, bargain, sell, assign, and transfer to the said William H. Culver, his heirs, executors, administrators, and assigns, the full and exclusive right, and all his title and interest in the said patents, in and to the following places in the United States, viz: two-thirds of the right, exclusive of making, constructing, using, and vending to others to be used, Uri Emmons' cylindrical planing machine, for planing floor plank, &c., and William Woodworth's machine for planing, tonguing, grooving, &c., plank, boards, &c., within the State Maryland, except the western part which lies west of the Blue Ridge; as will more fully and at large appear, by the said deed of assignment, which this respondent brings into court, and prays may be taken as and for a part of this his answer.

And this respondent further avers, that afterwards, on or about the fourth day of May, in the year eighteen hundred and thirty-one, the

said William H. Culver did, by a deed of assignment, duly executed and recorded, assign and transfer, unto one Samuel F. Bradford, his legal representatives and assigns, the whole and exclusive right, liberty, and privilege of making, using, and vending unto others to be used, within the State of Maryland, except that part thereof west of the Blue Ridge, the aforesaid improvements and inventions of the said Woodworth and Emmons. All which will more fully and at large appear, by reference to the said deed of assignment, which this respondent brings herewith into court, and prays may be taken as and for a part of this his answer.

And this respondent further avers, that the said Samuel F. Bradford did, on or about the sixth day of September, eighteen hundred and thirty-one, by deed of assignment, duly executed and recorded, bargain, sell, assign, transfer, and set over, unto Richard G. Howland, the whole and exclusive right, liberty, and privilege of making, using, and vending, and of vending to others to be used, within the State of Maryland, except that part thereof west of the Blue Ridge, the aforesaid improvements and inventions of the said Woodworth and of the said Emmons respectively. All which will more fully and at large appear, by reference to the last mentioned deed of assignment, which this respondent herewith brings into court, and prays may be taken as and for a part of this his answer.

And this respondent further avers, that Zachariah Woolen afterwards became interested with the said Richard G. Howland in the said interest in the said patents, for the inventions and improvements aforesaid, by virtue of two deeds of assignment from the said Howland to the said Woolen, whereof one bears date on or about the seventh day of September, eighteen hundred and thirty-one, and the other on or about the third day of October in the same year. All which will more fully and at large appear, by reference to the said two last mentioned assignments, which this respondent brings herewith into court, and prays may be taken as and for a part of this his answer.

And this respondent further avers, that the said Howland and Woolen did, on or about the first day of April, eighteen hundred and thirty-six, by deed of assignment, duly executed and recorded, bargain, sell, assign, transfer, and make over, unto the said Joseph Turner, junior, the co-defendant with this respondent, jointly with John Walsh and Samuel House, all the rights, privileges, and liberties in the said Howland and Woolen vested by the several assignments, in part above recited; as will more fully and at large appear, by reference to the said last mentioned deed of assignment, which this respondent brings herewith into court, and prays may be taken as and for a part of this his answer.

And this respondent further avers, that the said Turner, House and Walsh, immediately reconveyed undivided two-fifths of the same to the said Howland by a deed of assignment, which this respondent brings herewith into court; and that said Howland afterwards conveyed to one Edwin P. Starr one of the said two undivided fifths, by another deed of assignment, which he also brings herewith into court.

And this respondent further avers, that the said Starr and Howland afterwards, on or about the seventh day of April, eighteen hundred and thirty-eight, by deed of assignment duly executed and recorded, bargained, sold, assigned, transferred, and made over, to the said Joseph Turner, junior, Walsh and House, the said two undivided fifth parts of and in the said several rights, privileges, and liberties, in the said Starr and Howland vested as aforesaid, as will more fully and at large appear by reference to the said last mentioned deed of assignment, which this respondent brings herewith into court, and prays may be taken as and for a part of this his answer.

And this respondent further avers, that all the right, title, and interest, of the said Walsh and House, derived to them under the assignments above in part recited, to the right, liberty, and privilege, of constructing, using, and vending to others to be used, within the State of Maryland, except the part west of the Blue Ridge, the inventions of Woodworth and Emmons, respectively, of a machine for planing, tonguing, and grooving plank, &c., &c., came to, and vested in, the said Joseph Turner, junr., and this respondent, by virtue of two deeds of assignment, from the said Walsh and the said House, to the said Joseph Turner, junr., and this respondent, one bearing date on or about the thirty-first day of November, eighteen hundred and thirty-nine, and other on or about the tenth day of December, eighteen hundred forty-two, as will more fully and at large appear by reference to the said two last mentioned deeds of assignment, which this respondent brings herewith into court, and prays may be taken as and for a part of this his answer.

And so this respondent avers that, at the time of the granting of the supposed renewal of the said patent of the said William Woodworth in the bill mentioned, the privilege granted in and by the said patent for all the State of Maryland, except that part west of the Blue Ridge, was vested in the said Walsh, House, and Joseph Turner, junr., and this respondent, as assignees; and that the said renewal, if valid at all, accrued to that extent to the benefit of the said Walsh, House, Joseph Turner, jr., and this respondent, by force of the agreement to that effect incorporated in the deed, dated twenty-eighth of November, eighteen hundred and twenty-nine, in part above recited, and a copy of which is brought into court, and prayed to be taken as and for a part of this his answer. And also, at the time of the expiration of the said patent, that is to say, on the twenty-seventh day of December, eighteen hundred and forty-two, the said right was vested in the said Joseph Turner, jr., and this respondent.

And this respondent, further answering, saith, that he believes a renewal of the said patent was granted, as in the bill set forth, upon the petition of William W. Woodworth, representing himself as the administrator of the estate of the said William Woodworth; but whether he were the administrator or not this respondent does not know, and therefore does not admit him to have been such.

And this respondent, further answering, says, that he knows nothing

of the supposed purchase, alleged in the bill to have been made by the complainant of the said William W. Woodworth; that he is willing to admit that the said William W. Woodworth executed the instrument purporting to have been executed by him, which is exhibited by the complainant, but he denies that the said William W. Woodworth had any right to convey to the complainant the rights and privileges which the said instrument purports to convey.

And this respondent, further answering, saith, that the said Joseph Turner, jr., and this respondent, are the proprietors of a machine which they employ in the business of planing, and that it was erected at a very great expense, and that a very large capital is employed in carrying on the business connected therewith; and that the said machine was erected before the expiration of the original patents granted to Woodworth and Emmons, by those who were possessed of the privileges conferred by both these patents for all the State of Maryland, except that part thereof west of the Blue Ridge. And this respondent, and his co-defendant, Joseph Turner, jr., have invested their capital in the said machine and in the said business, upon the faith of the several assignments aforesaid, and believing that they would be entitled to carry on the said business and use the said machine, either in case the said patents expired, in common with the public at large, or if either or both of them were renewed, by virtue of the agreement contained in one of the said deeds, that all renewals of either of them should accrue to the benefit of the parties in interest; and he asserts that they are entitled so to do, even if the machine which they employ—even although it were substantially the same in principle and mode of operation with the machine for which letters patent were granted to the said Woodworth as aforesaid. But this respondent, further answering, denies that the machine which he and his co-defendant have in use is the same substantially in mode of operation with that for which letters patent were granted to William Woodworth as aforesaid.

And this respondent, further answering, saith, that he knows nothing of the supposed disclaimer of a part of the supposed invention of William Woodworth, said to have been made by William W. Woodworth, or of the trial said to have taken place in the circuit court for the district of Massachusetts, except what he has learned from the bill, and the number of the Boston Courier which accompanies it; and can neither deny nor admit any thing in relation to them.

And this respondent, further answering, says, that he is credibly informed, and verily believes, that the patent right above recited, as granted to the said Uri Emmons, is identical in principle, and in mode of operation, with the machine now in use by the said Joseph Turner, jr., and this respondent, in all essential particulars.

And this respondent, further answering, saith, that the patent aforesaid, granted as aforesaid to the said William Woodworth, alleged in the said bill to have been renewed, is for a new and useful improvement in the method of planing, tonguing, grooving, and cutting into mouldings, plank, boards, or any other material, and for reducing the same to an equal width and thickness; and also for facing and dress-

ing brick, and cutting mouldings on, or facing metallic, mineral, or other substances; and this respondent says that he verily believes that the said method is not capable of being applied to metallic or mineral substances, or to any other substance than wood; and that he is advised that the said patent is therefore void. Without this, there is anything in the said bill contained material and proper for him to answer, and which is not herein, and hereby, answered, denied, confessed, and avoided, which is true; and this respondent prays that he may be hence dismissed, with his costs.

DAVID STEWART,
WM. SCHLEY,
HUGH D. EVANS,
For respondent.

State of Maryland, Baltimore city, to wit:

Be it remembered, that on this eighteenth November, in the year 1844, before me, the subscriber, a justice of the peace of the said State, in and for the city of Baltimore, personally appeared John C. Turner, the respondent in the aforegoing answer, and solemnly, sincerely, and truly affirmed, that the matters and things set forth in the above answer are justly and truly stated, so far as he hath personal knowledge thereof; and so far as he has derived his knowledge from others, he believes them to be true.

Affirmed before O. P. MERRYMAN.

And the parties aforesaid, by their solicitors aforesaid, filed in the circuit court here a statement of facts, in the words and of the tenor following, to wit:

Statement of facts.

JAMES G. WILSON,
vs.
JOSEPH TURNER, Jr., & JOHN C. TURNER.

In the circuit court of the United States for the district of Maryland.

It is agreed that this cause be set down for final hearing and submitted upon bill and answer, and the following statement of facts, which it is agreed shall be taken and received as though the same had been regularly proved under a commission issued and returned in the cause, either party to have the right to appeal to the supreme court from such decision as the circuit court may see fit to make.

Statement of facts agreed upon.

It is admitted that, on the 27th December, 1828, William Woodworth obtained letters patent of the United States "for a new and useful improvement in the method of planing, tonguing, grooving, and cutting into mouldings, either plank, boards, or any other materials, and for reducing the same to an equal width or thickness; and also for facing and dressing brick, and cutting mouldings on, or facing, metallic, mineral, or other substances," the said letters patent and specification attached being in the following words and figures, to wit:

Patent granted to William Woodworth, 27th Dec'r, 1828.

The United States of America, to all to whom these letters patent shall come:

Whereas, William Woodworth, a citizen of the United States, hath alleged that he has invented a new and useful improvement in the method of planing, tongueing, grooving, and cutting into mouldings, or either, plank, boards, or any other material, and for reducing the same to an equal width and thickness; and also for facing and dressing brick, and cutting mouldings on, or facing, metallic, mineral, or other substances; which improvement, he states, has not been known or used before his application; hath made oath that he does verily believe that he is the true inventor or discoverer of the said improvement; hath paid into the treasury of the United States the sum of thirty dollars, delivered a receipt for the same, and presented a petition to the Secretary of State, signifying a desire of obtaining an exclusive property in the said improvement, and praying that a patent may be granted for that purpose. These are, therefore, to grant, according to law, to the said William Woodworth, his heirs, administrators, or assigns, for the term of fourteen years from the twenty-seventh day of December, one thousand eight hundred and twenty-eight, the full and exclusive right and liberty of making, constructing, using, and vending to others to be used, the said improvement; a description whereof is given in the words of the said William Woodworth himself, in the schedule hereto annexed, and is made part of these presents.

In testimony whereof, I have caused these letters to be made patent, and the seal of the United States to be hereunto affixed. Given under my hand at the City of Washington, this twenty-
[SEAL.] seventh day of December, in the year of our Lord one thousand eight hundred and twenty-eight, and of the independence of the United States of America the fifty-third.

J. Q. ADAMS.

By the President: H. CLAY, *Secretary of State.*

City of Washington, to wit:

I do hereby certify, that the foregoing letters patent were delivered to me on the twenty-seventh day of December, in the year of our Lord one thousand eight hundred and twenty-eight, to be examined; that I have examined the same, and find them conformable to law, and I do hereby return the same to the Secretary of State within fifteen days from the date aforesaid, to wit, on the twenty-seventh day of December, in the year aforesaid.

W. WIRT,
Attorney General of the United States.

Examined: J. J. ROANE.

Schedule.

The schedule referred to in these letters patent, and making part of the same, containing a description, in the words of the said William

Woodworth himself, of his improvement in the method of planing, tongueing, grooving, and cutting into mouldings, or either, plank, boards, or any other material, and for reducing the same to an equal width and thickness; and also for facing and dressing brick, and cutting mouldings on, or facing, metallic, mineral, or other substances.

The plank, boards, or other material, being reduced to a width by circular saws, or friction wheels, as the case may be, is then placed on a carriage, resting on a platform with a rotary cutting wheel in the centre, either horizontal or vertical. The heads, or circular plates, fixed to an axis, may have one of the heads moveable, to accommodate any length of knife required. The knife fitted to the heads with screws or bolts, or the knives or cutters for moulding fitted by screws or bolts to logs connecting the heads of the cylinder, and forming, with the edges of the knives or cutters, a cylinder. The knives may be placed in a line with the axis of the cylinder, or diagonally. The plank, or other material resting on the carriage, may be set so as to reduce it to any thickness required; and carriage moving by a rack and pinion, or rollers, on any lateral motion, to the edge of the knives or cutters on the periphery of the cylinder or wheel, reduces it to any given thickness. After passing the planing and reducing wheel, it then approaches, if required, two revolving cutter wheels, one for cutting the groove, and the other for cutting the rabbets that form the tongue; one wheel is placed directly over the other, and the lateral motion moving the plank or other material between the grooving and rabbeting wheels, so that one edge has a groove cut the whole length, and the other edge a rabbet cut on each side, leaving a tongue to match the groove.

The grooving wheel is a circular plate, fixed on an axis with a number of cutters attached to it, to project beyond the periphery of the plate, so that, when put in motion, will perform a deep cut or groove parallel with the face of the plank or other material.

The rabbeting wheel, also of similar form, having a number of cutters on each side of the plate, projecting like those on the grooving wheel, cuts the rabbet on each side of the edge of the plank, and leaves the tongue or match for the groove. By placing the planing wheel, axis, and cutter knives vertical, the same wheel will plane two planks or other material in the same time of one, by moving the plank or other material opposite ways, and parallel with each other, against the periphery of the planing or moulding wheel. The groove and tongue may be cut in the plank or other material at the same time, by adding a grooving and rabbeting wheel. Said William Woodworth does not claim the invention of circular saws or cutter wheels, knowing they have long been in use; but he claims, as his invention, the improvement and application of cutter or planing wheels to planing boards, plank, timber, or other material; also, his improved method of cutters for grooving and tongueing, and cutting mouldings on wood, stone, iron, metal, or other material; and also for facing and dressing brick, as all the wheels may be used single or separately for moulding or any other purpose before indicated. He also claims, as his improved method,

the application of circular saws for reducing floor plank and other materials to a width. Dated Troy, December 4th, 1828.

WILLIAM WOODWORTH.

Witnesses: HENRY EVERTS,
D. S. GLEASON.

Whereas, upon the petition of William W. Woodworth, administrator on the estate of William Woodworth, deceased, for an extension of the within patent granted to William Woodworth, deceased, on the 27th day of December, 1828, the board of commissioners, under the 18th section of the act of Congress, approved the 4th day of July, 1836, entitled "An act to promote the progress of useful arts," to repeal all acts and parts of acts heretofore made for that purpose, did, on the 16th day of November, 1842, certify that the said patent ought to be extended.

Now, therefore, I, Henry L. Ellsworth, Commissioner of Patents, by virtue of the power vested in me by the said 18th section, do renew and extend said patent, and certify that the same is hereby extended for the term of seven years from and after the expiration of the first term, viz., the 27th day of December, 1842, which certificate of said board of commissioners, together with this certificate of the Commissioner of Patents, having been duly entered of record in the Patent Office, the said patent now has the same effect in law as though the term had been originally granted for the term of 21 years.

In testimony whereof, I have caused the seal of the Patent Office to be hereunto affixed, this 16th day of November, 1842.

[SEAL.] HENRY L. ELLSWORTH,
Commissioner of Patents.

The United States Patent Office, to all persons to whom these presents shall come, greeting:

This is to certify, that the annexed is a true copy of letters patent granted to William Woodworth for a planing machine, dated the 27th day of December, 1828, recorded anew in this office the 26th day of August, 1842, and extended on the 16th day of November, 1842, for seven years from the expiration of the first term for which said letters patent were granted.

In testimony whereof, I, E. G. Smith, Acting Commissioner of Patents, have caused the seal of the Patent Office to be hereunto affixed this thirty-first day of July, in the year of our Lord one thousand eight hundred and forty-four, and of the independence of the United States the sixty-ninth.

[SEAL.]

E. G. SMITH.

That, subsequently, the said William Woodworth died in the city of New York, when letters of administration upon his estate were granted by the Surrogate of the county of New York unto William W. Woodworth, a son of the deceased, as follows:

Letters of administration on the estate of William Woodworth.

The people of the State of New York to William W. Woodworth, of Hyde Park, a son of William Woodworth, late of the city of New York, deceased, send greeting:

Whereas, the said William Woodworth lately departed this life intestate, being, at or immediately previous to his death, an inhabitant of the county of New York, by means whereof the ordering and granting administration of all and singular the goods, chattels, and credits whereof the said intestate died possessed in the State of New York, and also the auditing, allowing, and final discharging the account thereof, doth appertain unto us; and we being desirous that the goods, chattels, and credits of the said intestate may be well and faithfully administered, applied, and disposed of, do grant unto you, the said William W. Woodworth, full power, by these presents, to administer and faithfully dispose of all and singular the said goods, chattels, and credits; to ask, demand, recover, and receive the debts which unto the said intestate, whilst living, and at the time of his death, did belong; and to pay the debts which the said intestate did owe, as far as such goods, chattels, and credits will thereunto extend, and the law require; hereby requiring you to make, or cause to be made, a true and perfect inventory of all and singular the goods, chattels, and credits of the said intestate, within a reasonable time, and return a duplicate thereof to our surrogate of the county of New York, within three months from the date of these presents; and if further personal property or assets of any kind, not mentioned in any inventory that shall have been so made, shall come to your possession or knowledge, to make, or cause to be made, in like manner, a true and perfect inventory thereof, and return the same within two months after discovery thereof; and also to render a just and true account of administration when thereunto required; and we do, by these presents, depute, constitute, and appoint you, the said William W. Woodworth, administrator of all and singular the goods, chattels, and credits of the said William Woodworth, deceased.

In testimony whereof, we have caused the seal of office of the surrogate of said county to be hereunto affixed. Witness, James Campbell, surrogate of said county, at the city of New York, [SEAL.] the fourteenth day of February, in the year of our Lord one thousand eight hundred and thirty-nine, and of our independence the sixty-third.

JAMES CAMPBELL, *Surrogate.*

State of New York, county of New York,
Surrogate's office, ss:

I, Charles McVean, surrogate of the county of New York, and acting as clerk of the surrogate's court, do hereby certify, that I have compared the foregoing copy of the letters of administration granted to William W. Woodworth, on the estate of William Woodworth, deceased, with the original record thereof, now remaining in this office, and have

found the same to be a correct transcript therefrom, and of the whole of such original.

In testimony whereof, I have hereunto set my hand, and affixed my seal of office, at the city of New York, the eleventh day of
[SEAL.] November, one thousand eight hundred and forty-four.

CHARLES McVEAN, *Surrogate.*

County of New York, Surrogate's office, ss:

I, Charles McVean, surrogate of the county of New York, and presiding magistrate of the surrogate's court, do hereby certify, that the foregoing exemplification of the letters of administration granted to William W. Woodworth, on the estate of William Woodworth, is authenticated in due form of law.

In testimony whereof, I have hereunto signed my name, and caused the seal of the surrogate's court to be hereunto affixed, the
[SEAL.] eleventh day of November, one thousand eight hundred and forty-four.

CHARLES McVEAN, *Surrogate.*

That subsequently, the said administrator applied to the Commissioner of Patents for an extension of the said letters patent, when, on the 16th November, 1842, the board to whom, under the statute in such case made and provided, the said application was referred, did adjudge and certify that the letters patent aforesaid should be extended; whereupon the Commissioner of Patents did renew and extend the said patent for the term of seven years from and after the expiration of fourteen years, for which the said patent was originally granted, as follows:

Order for renewal of patent.

In the matter of the application of William W. Woodworth, administrator on the estate of William Woodworth, deceased, in writing, to the Commissioner of Patents, for the extension of the patent for a new and useful improvement in the method of planing, tongueing, and grooving, and cutting into mouldings, or either, plank, boards, or any other material, and for reducing the same to equal width and thickness; and also for facing and dressing brick, and cutting mouldings on, or facing, metallic, mineral, or other substance, granted to the said William Woodworth, deceased, on the 27th day of December, 1828, for fourteen years from said 27th day of December.

The applicant having paid into the treasury the sum of forty dollars, and having furnished to the undersigned a statement, in writing, under oath, of the ascertained value of the invention, and of the receipts and expenditures thereon, sufficiently in detail to exhibit a true and faithful account of loss and profits, in any manner accruing to said patentee from, or by reason of said invention, and notice of said application having been given by the Commissioner of Patents, according to law, said board met at the time and place appointed, viz., at the Patent Office, on the 1st September, 1842; and their meetings having been continued, by regular adjournments, until this 16th day of November, 1842, they, on

that day, heard the evidence produced before them both for and against the extension of said patent; and do now certify, that upon hearing of the matter, it appears, to their full and entire satisfaction, having due regard to the public interest therein, that it is just and proper that the term of said patent should be extended, by reason of the patentee, without neglect on his part, having failed to obtain, from the use and sale of his invention, for the time, ingenuity, and expense bestowed upon the same, and the introduction thereof into use.

Washington City, Patent Office, Nov. 16th, 1842.

DANL. WEBSTER, *Secretary of State.*
CHS. B. PENROSE, *Solicitor of the Treasury.*
H. L. ELLSWORTH, *Commissioner of Patents.*

That subsequently, on the 2d January, 1843, the said William W. Woodworth, administrator, did make disclaimer of all that part of the claim which is mentioned in said letters patent, which relates to the use of the circular saws for reducing floor plank and other materials to a width; which disclaimer is as follows:

Disclaimer.

To all men to whom these presents shall come, I, William W. Woodworth, of Hyde Park, in the county of Dutchess, and State of New York, esquire, as I am administrator of the goods and estate which were of William Woodworth, deceased, hereinafter named, send greeting:

Whereas, letters patent, bearing date on the twenty-seventh day of December, in the year of our Lord one thousand eight hundred and twenty-eight, were granted by the United States to William Woodworth, now deceased, for an improvement in the method of planing, tongueing, grooving, and cutting into mouldings, or either, boards, plank, or any other material, and for reducing the same to an equal width and thickness; and also for facing and dressing brick, and cutting mouldings on, or facing, metallic, mineral, or other substances.

And whereas, before the term of fourteen years for which the said letters patent were granted had fully expired, such proceedings were had that, pursuant to the act of Congress in such case made and provided, the said letters patent were renewed or extended for the term of seven years from and after the expiration of the said term of fourteen years, and to the certificate granting the said extension and renewal unto me, in my said capacity, bearing date on the sixteenth day of November now last past, and which is duly recorded according to act of Congress in that behalf, reference is hereby made, as showing my title and interest in and to the said letters patent.

And whereas, the said William Woodworth, through inadvertence, accident, or mistake, in his application for his said letters patent, made his specification of claim too broad, in this, viz., that he, the said William Woodworth, claimed, as his improved method, the application of circular saws for reducing floor plank and other material to a width, of which he was not the original and first inventor.

And whereas some material and substantial part of the said patent thing was justly and truly the invention and improvement of the said William Woodworth; now, therefore, know ye, that I, the said William W. Woodworth, in my capacity aforesaid, and as the person to whom the said certificate was granted as aforesaid, have *disclaimed*, and do by these presents, for myself and for all claiming under me, disclaim, all and any exclusive right, title, property, or interest of, in, or to the application of circular saws for reducing floor plank or other materials to a width, by reason of the aforesaid letters patent and the aforesaid renewal or extension thereof.

In testimony whereof, I have hereto, in my capacity aforesaid, set my hand and seal, on this second day of January, in the year eighteen hundred and forty-three.

WILLIAM W. WOODWORTH, [SEAL.]
Administrator of William Woodworth, deceased.

Executed in presence of—
CHAS. W. EMESS,
B. R. CURTIS.

That subsequently, the said William W. Woodworth, administrator as aforesaid, on the 9th August, 1843, conveyed to the plaintiff, James G. Wilson, all his right and interest, in and to the said patent right and renewal, in and for the State of Maryland, (except the western part thereof, which lies west of the Blue Ridge,) and no other place whatever, by the following instrument of writing:

Conveyance from W. W. Woodworth to J. G. Wilson.

Whereas, William Woodworth, now deceased, did, in his lifetime, obtain letters patent, issued under the great seal of the United States, bearing date the 27th day of December, 1828, giving and granting to him, the said Woodworth, his heirs, administrators, and assigns, for and during the term of fourteen years from the date of the said letters patent, the full and exclusive right and liberty of making, constructing, using, and vending to others to be used, a certain improved method for planing, tonguing, grooving, and cutting into mouldings, or either, plank, boards, or any other material, and for reducing the same to an equal width and thickness; and also for facing and dressing brick, and cutting mouldings on, or facing, metallic, mineral, or other substances.

And whereas, William W. Woodworth, administrator of William Woodworth, hath applied and obtained an extension of said letters patent for the term of seven years, from and after the expiration of said patent, to wit, the 27th of December, 1842, pursuant to the act of Congress in such case made and provided, and hath a certificate of said extension annexed to said patent, signed by the commissioner of patents, under the great seal of the Patent Office of the United States, and dated November sixteenth, A. D. 1842.

Now, know all men by these presents, that I, the said William W. Woodworth, administrator of William Woodworth, deceased, in consid-

eration of the sum of one dollar, and other valuable considerations to to him in hand paid by James G. Wilson, of the city of New York, do hereby quit claim and release unto the said James G. Wilson, his executors, administrators, and assigns, all my right and interest in and to the said patent right and renewal, in and for the State of Maryland, (except the western part thereof which lies west of the Blue Ridge;) to have and to hold the same unto the said Wilson, his executors, administrators and assigns, for and during the rest and residue of said extension. The said Wilson is hereby authorized to prosecute in my name or otherwise, but at his own cost and charges, any person or persons, for any infringement of the said right and extension, for his own benefit, and to receive all penalties he may recover.

In witness whereof, the said parties have hereunto set their hands and seals, this ninth day of August, A. D. 1843.

W. W. WOODWORTH, [SEAL.]
Administrator of W. Woodworth, deceased.
JAMES G. WILSON. [SEAL.]

Signed, sealed, and delivered in presence of—
GEO. G. SICKELS.

The U. States Patent Office, to all persons to whom these presents shall come, greeting:

This is to certify, that the annexed is a true copy from the records of this office.

In testimony whereof, I, E. G. Smith, acting Commissioner of Patents, have caused the seal of the Patent Office to be hereunto affixed, this thirty-first day of July, in the year of our Lord one thousand eight hundred and forty-four, and of the independence of the United States the sixty-ninth.

E. G. SMITH.

It is admitted further, for the purpose of the present suit, that at the time of the filing of the bill in this cause, the defendants were using, in their planing mill in the city of Baltimore, a machine or machines which were substantially the same in principle and mode of operation, with that described in the specification attached to the letters patent aforesaid, without the license of the said plaintiff, or the said administrator, or any grantor or grantees under them, or either of them.

It is admitted, that on the 4th December, 1828, William Woodworth, the inventor, sold and conveyed one-half of his interest in the said invention to James Strong, by the deed of which the following is a copy.

Deed from Woodworth to Strong.

Whereas, I, William Woodworth, of the city of Hudson, in the State of New York, heretofore, to wit, on the 13th day of September, 1828, assigned and transferred, for a legal and valuable consideration, the one equal half of all my right, title, claim and interest, in and to the invention or improvement mentioned and intended in the foregoing petition, oath and specification, to James Strong, of the city of Hudson.

And whereas, also, the subjoined assignment is intended only to convey and assign the same interest transferred and assigned in the assignment of the 13th of September above mentioned, without any prejudice to my one equal half part of said invention or improvement, which is expressly reserved to myself and my legal representatives.

Now, know all men, that I, the said William Woodworth, for and in consideration of the sum of ten dollars, and other valuable considerations me moving, have, and do hereby, for myself and legal representatives, give, assign, transfer and assure, to the said James Strong and his legal representatives, the one full and equal half of all my right, title, interest and claim, in and to my new and improved method of planing, tongueing, grooving, and cutting into mouldings, either plank, boards, or any other material, and for reducing the same to an equal width and thickness, and also for facing and dressing brick, and cutting mouldings on or facing metallic, mineral, or other substances, mentioned and intended to be secured by the foregoing petition, oath, and specification, together with all the privileges and immunities, as fully and absolutely as I do or shall enjoy or possess the same; to have and to hold and enjoy the same, to the said James Strong, and his legal representatives, do or may.

In witness whereof, I have hereunto set my hand and seal, the 4th day of December, 1828.

WILLIAM WOODWORTH, [SEAL.]

Witnesses—
HENRY EVERTS,
DAVID GLEASON.

That on the 25th April, 1829, one Uri Emmons obtained a patent for a new and useful improvement in the mode of planing floor plank, and grooving, and tonguing, and straightening the edges of the same, planing boards, straightening and planing square timber, &c., by machinery, at one operation, called the cylindrical planing machine. The said letters patent, and specification attached thereto, being in the following words and figures:

Uri Emmons' patent.

United States of America, to all to whom these letters patent shall come:

Whereas Uri Emmons, a citizen of the United States, hath alleged that he has invented a new and useful improvement in the mode of planing floor plank and grooving and tongueing the edges of the same, planing boards, straightening and planing square timber, &c., by machinery, at one operation, called "the Cylindrical Planing machine;" which improvement he states has not been known or used before his application; hath made oath that he does verily believe that he is the true inventor or discoverer of the said improvement, hath paid into the Treasury of the United States the sum of thirty dollars, delivered a receipt for the same, and presented a petition to the Secretary of State, signifying a desire of obtaining an exclusive property in the said improvement, and praying that a patent may be granted for that purpose.

These are therefore to grant, according to law, to the said Uri Emmons, his heirs, administrators or assigns, for the term of fourteen years from the twenty-fifth day of April, one thousand eight hundred and twenty-nine, the full and exclusive right and liberty of making, constructing, using, and vending to others to be used, the said improvement, a description whereof is given, in the words of the said Uri Emmons himself, in schedule hereto annexed, and is made a part of these presents.

In testimony whereof, I have caused these letters to be made patent, and the seal of the United States to be hereunto affixed.

Given under my hand, at the city of Washington, this twenty-fifth day of April, in the year of our Lord one thousand eight hundred and twenty-nine, and of the independence of the United States of America the fifty-third.

[SEAL.] (Signed) ANDREW JACKSON.

By the President:

(Signed) M. VAN BUREN.

City of Washington, to wit:

I do hereby certify, that the foregoing letters patent were delivered to me on the twenty-fifth day of April, in the year of our Lord one thousand eight hundred and twenty-nine, to be examined; that I have examined the same, and find them conformable to law; and I do hereby return the same to the Secretary of State, within fifteen days from the date aforesaid, to wit, on the twenty-fifth day of April, in the year aforesaid.

(Signed) J. MACPHERSON BERRIEN,
Attorney General of the United States.

Schedule.

The schedule referred to in these letters patent, and making part of the same, containing a description, in the words of the said Uri Emmons himself, of his improvement in the mode of planing floor plank, and grooving, and tongueing, and straightening the edges of the same, planing boards, straightening and planing square timber, &c., by machinery, at one operation, called the cylindrical planing machine.

The machinery for the improvement consists—

1st. Of a frame of wood or metal.

2d. Of the gear and fixtures combined and connected together for the above named operation, the principle of which consists in running the plank, boards, or timber over, under, or at the sides of a cylinder of wood or metal, on which knives are placed, straight or spiral, with their edges exactly corresponding with each other, having from two to twelve knives or edges; also burrs or saws, similar to those used for cutting teeth in brass wheels, to groove and tongue the edge of the boards or plank as they pass through between rollers, or on a carriage, by the surface of the cylinder. The shape, form, and construction of the above principle may be varied in shape and position, dimensions, &c., still the same in substance—the same principle producing the same effect. I have, by

experimental operation, found that the following mode in form is the best:

1st. A frame composed of two pieces of timber from 12 to 18 feet long, about 6 by 10 inches broad, placed about 15 inches apart, framed together with four girths, one at each end, and at equal distances from the centre, and flush with the under side. This frame is supported by posts of a proper length, framed into the under side of the above pieces of timber, and braced so as to be of sufficient strength to maintain the operative posts. There is placed a roller in the centre, of metal or hard wood, across the frame, the surface of the roller being even with the surface of the frame; directly above, and parallel with this roller, is hung the cylinder with two or four spiral edges or knives, 6 to 10 inches diameter, and hung on a cast steel arbour, resting in moveable boxes attached to the sides of the frame, so as to set the cylinder up and down from the roller, to give the thickness of the timber to be planed. On each side of the cylinder is placed a pair of feeding rollers of hard wood or metal, the under one of each pair being level with the centre one. The upper ones are hung in boxes, which are pressed down with springs or weights, so that when the timber comes between them, they will hug and carry it through. These rollers are connected and turned by wheels at a velocity of about 12 feet surface of the roller per minute. The cylinder with two edges to make about 2,500 revolutions per minute, cutting 5,000 strokes every 12 feet; this can be varied according to the number of edges, power, and velocity of the different parts. The power is attached to the cylinder by a bolt running on a pulley, on the outward end of the cylinder shaft. Each way from the feeding rollers, is placed rollers about two feet apart for the timber to rest on while running through. On one side of the frame is fastened a straight edge, to serve as a guide, lined with metal; on the other side rollers are placed in a piece of timber which is pressed up to the plank or board to keep it close to the guide or straight edge by a spring. The grooving and tongueing is done by burrs or circular cutters similar to a saw—these burrs are hung on perpendicular spindles, the arbours of which rest in boxes attached to the inward side of the frame, a burr on one side to cut the groove, and on the other is placed two burrs, just as far apart as the thickness of the above one, for cutting the groove. At or near one end of the frame is hung a shaft, with a drum or roller, from which belts pass over to pulleys on each spindle of the burrs or circular cutters, which must have about the same velocity of the cylinder. These burrs are placed on one side of the cylinder opposite to each other, so as to cut the tongue to match the groove; on the other side of the cylinder is an arbour parallel with the cylinder, on which is placed circular cutters for planing the edges of the board or plank as they pass through. The cutter on the side next to the guide is stationary on the arbour, the opposite one is moveable in the arbour, but fastened with screws to set it for different widths. A belt runs from a pulley on the end of the arbour, outside the frame, to the said drum, as also the same from the cylinder—each having about the same motion. The feeding rollers are

put in motion by a belt from the slow part of the driving power. I have also put in operation a carriage for feeding, but rollers save the time of running the carriage back.

Now, what I, the said Uri Emmons, consider and claim as my improvement, and for which I solicit a patent, is as follows, viz:

1st. The principle of planing boards and plank with a rotary motion, with knives or edges on a cylinder, placed upon the same, straight or spiral, as before described, which I put in operation at Syracuse, in the county of Onondaga, in the State of New York, in the early part of the year 1824.

2d. The burrs for grooving and tongueing, in contra-distinction from the mode used by William Woodworth, he using the duck bill cutters.

3d. The *feeding*, by running the timber through on a carriage, or between feeding rollers guided by a straight edge, as before described.

In testimony that the aforegoing is a true specification of my said improvement, as before described, I have hereunto set my hand and seal, the eighth day of April, in the year of our Lord one thousand eight hundred and twenty-nine.

Signed, URI EMMONS.

Witnesses: THOS. THOMAS,
SILAS HATHAWAY.

Know all men by these presents, that of the city, county, and State of New York, in consideration of thousand dollars, lawful money of the United States of America, paid to me by of , the receipt whereof is hereby acknowledged, do hereby grant, bargain, sell, assign, and transfer, to the said his heirs, administrators, and assigns, all my full and exclusive right of making, constructing, using, and vending to others to be used, Uri Emmons' cylindrical planing machine, for planing floor plank and boards, and tongueing and grooving, and straightening the edges of the same, &c., &c., meaning hereby to transfer, sell, and convey, all my right, title, and interest in the same, which I hold in conjunction with Daniel Halstead, to him the said , his heirs and assigns; and to have and to hold to him the said , his heirs and assigns, for and during the term of fourteen years from the day of , in the year of our Lord one thousand eight hundred and twenty-nine, being the date of the patent for the said improvement.

In witness whereof, I have hereunto set my hand and seal, at the city of New York, the sixth day of October, in the year of our Lord one thousand eight hundred and twenty-nine.

[SEAL.]

That afterwards, on the 16th May, 1829, the said Emmons sold his entire interest in the last mentioned patent to Daniel H. Toogood, Daniel Halstead, and William Tyack, by the following instrument:

Deed from Emmons to Toogood, Halstead and Tyack.

Whereas Uri Emmons, of the State of New York, machinist, has re-

ceived letters patent of the United States of America, dated April 25th, one thousand eight hundred and twenty-nine, the full and exclusive right and liberty of making, constructing, using, and vending to others to be used, a new and useful improvement in the mode of planing floor plank, and grooving and tongueing, and straightening the edges of the same, planing boards, straightening and planing square timber, &c., by machinery, at one operation, called the cylindrical planing machine.

Now, know all men by these presents, that I, Uri Emmons, of the city of New York, in consideration of five dollars, to me in hand paid by Daniel H. Toogood, Daniel Halstead, and William Tyack, all of said city of New York, who fully viewed and considered the said improvement, and the said patent and specifications therein contained, have granted, sold, and conveyed, and by these presents do grant, sell, and convey, to the said Daniel H. Toogood, Daniel Halstead, and William Tyack, their heirs, executors, administrators, and assigns, the full and exclusive right and liberty derived from the said patent, of making, using, and vending to others to be made, used, and sold, the said improvement, within and throughout the United States of America. To have, and to hold, and enjoy all the privileges and benefits which may in any way arise from the said improvement by virtue of said letters patent. And I do hereby empower the said Daniel H. Toogood, Daniel Halstead, and William Tyack, their heirs, executors, administrators, and assigns, to commence and prosecute to final judgment and execution, at their own cost, any suit or suits against any person or persons who shall make, use, or vend, the said improvement contrary to the intent of the said letters patent, and law in such case made and provided, and to receive, for their own benefit, the avails thereof, in such manner as I might do.

In witness whereof, I have hereunto set my hand and seal, this sixteenth day of May, in the year of our Lord one thousand eight hundred and twenty-nine.

URI EMMONS. [SEAL.]

Witnesses: THOMAS AP THOMAS,
ALEX. DEDDER.

City and county of New York, ss:

Be it remembered, that on the sixteenth day of May, in the year of our Lord one thousand eight hundred and twenty-nine, before me, personally appeared Uri Emmons, known to me to be the person described in, and who executed, the within deed, and acknowledged that he executed the same for the purposes therein mentioned; and there being no material alterations, erasures, or interlineations, I allow the same to be recorded.

THOMAS THOMAS,
Commissioner, &c.

That afterwards, on the 28th November, 1829, the following mutual deed of assignment was executed between Woodworth and Strong, on

the one part, and Toogood, Halstead, Tyack and Emmons, on the other part, by which Woodworth and Strong convey to Toogood, Halstead and Tyack, all their interest in the patent of December 27th, 1828, in the following places, viz: In the city and county of Albany, in the State of New York; in the State of Maryland, except the western part which lies west of the Blue Ridge; in Tennessee, Alabama, South Carolina, Georgia, the Floridas, Louisiana, Missouri, and the territory west of the Mississippi; and Toogood, Halstead, Tyack and Emmons, conveyed to Strong and Woodworth all their interest in Emmons' patent, of 25th April, 1829, for the rest and residue of the United States; by which mutual deed of assignment the parties agreed, that any improvement in the machinery, or alteration, or renewal of either patent, such improvement, alteration, or renewal should accrue to the benefit of the respective parties in interest, and might be applied and used within their respective districts.

Mutual deed between Woodworth, Strong, Toogood, Halstead, Tyack and Emmons.

Know all men by these presents, that William Woodworth, now of the city of New York, the patentee of an improved method of planing, tonguing, grooving, &c., &c., plank, boards, &c., by letters patent from the United States, dated December 29th, 1828, and James Strong, of the city of Hudson, in the State of New York, the assignee of one equal half of the rights and interests secured by the aforesaid letters patent, of *the one part*, and Uri Emmons, of the city of New York, the patentee of an improvement in the mode of planing floor plank, and grooving, tongueing, and straightening the edges of the same, &c., by letters patent from the United States, dated April 25th, 1829, and Daniel H. Toogood, Daniel Halstead, and William Tyack, of the city of New York, the assignees, by deed dated the 16th day of May, 1829, of all the rights and interest secured by the last aforesaid patent to said Emmons, of *the other part*, in consideration of the following covenants and agreements, do hereby covenant and agree, as follows:

First. The said Woodworth and Strong, and their assigns, have, and hereby do assign to the said Toogood, Halstead and Tyack, and their assigns, all their right and interest in the aforesaid patent to William Woodworth, to be sold and used; and the plank or other materials prepared thereby, to be vended and used in the following places, namely: In the city and county of Albany, in the State of New York; in the State of Maryland, (except the western part thereof which lies west of the Blue Ridge;) in Tennessee, Mississippi, Alabama, South Carolina, Georgia, the Floridas, Louisiana, and the territory west of the river Mississippi, and not in any other State or place within the limits of the United States or the Territories thereof. To have and to hold the rights and privileges hereby granted, to them and their assigns, for and during *the term* of fourteen years from the date of the patent; and they are also authorized to prosecute, at their own costs and charges, any violation of

the said patent, in the same manner as the patentee Woodworth might lawfully do.

Secondly. The said Emmons, Toogood, Halstead and Tyack, in consideration aforesaid, have, and hereby do covenant and agree to assign, and do assign, for themselves and assigns, to the said Woodworth and Strong and their assigns, all their right and interest in the aforesaid patent granted to the said Uri Emmons, to be sold and used, and the plank, or other material prepared thereby, to be vended and used in all and singular the rest and residue of the United States, and the Territories thereof, that is to say, in all places other than in those especially assigned to the said Toogood, Halstead and Tyack, as aforesaid. To have and to hold the said rights and privileges hereby granted to them and their assigns, for and during the term of fourteen years from the date of the said letters patent to the said Uri Emmons; and they are also authorized to prosecute, at their own costs and charges, any violation of the said patent, in the same manner as the patentee, Uri Emmons, might lawfully do.

Thirdly. And the two parties further agree, that any improvement in the machinery, or alteration, or renewal of either patent, such alteration, improvement, or renewal, shall accrue to the benefit of the respective parties in interest, and may be applied and used within their respective districts as herein before designated.

Witness our hands and seals, at the city of New York, the 28th of November, 1829.

WILLIAM WOODWORTH, [SEAL.]
JAMES STRONG, [SEAL.]
WILLIAM TYACK, [SEAL.]
D. H. TOOGOOD, [SEAL.]
DANIEL HALSTEAD, [SEAL.]
URI EMMONS. [SEAL.]

Sealed and delivered, in presence of—

THOMAS AP THOMAS,

Witness to the signing of Toogood, Tyack, Halstead & Emmons.

That subsequently, on the 28th December, 1829, Tyack conveyed all his interest in the two patents to William Henry Culver.

Conveyance from Tyack to Culver.

To all persons to whom these presents shall come, I, William Tyack, of the city, county, and State of New York, burr stone artist, send greeting:

Whereas I, the said William Tyack, one of the assignees of one-third of the rights and privileges secured by letters patent, granted by the United States to Uri Emmons, and dated the 25th day of April last past, as will appear by said Emmons' deed to me, the said Tyack, and to one Daniel Halstead, and to one Daniel H. Toogood, now on file with the said letters patent in the Patent Office of the United States: And whereas the said William Tyack is also assignee of one-third part, and

joint proprietor with Daniel Halstead, of all the right, title, and interest of William Woodworth and James Strong in and to a certain patent right, denominated "an improved method of planing, tonguing, grooving, &c., &c., plank boards, &c.," by letters patent from the United States, dated December 27th, 1828, issuing to William Woodworth, aforesaid; one-half of which patent has been assigned to said Strong by said Woodworth, to be sold and used, and the plank, or other material prepared thereby, to be vended and used in the following places, viz: In the city and county of Albany, in the State of New York; in the State of Maryland, (except the western part thereof which lies west of the Blue Ridge;) in the States of Tennessee, Mississippi, Alabama, South Carolina, Georgia, and Florida. Louisiana, Missouri, and the territory west of the Mississippi river, and not in any other State or place within the United States, or the Territories thereof, as will appear by Woodworth and Strong's deed, dated the 28th day of November last. And whereas I, the said William Tyack, have become, and am, the proprietor and assignee of all the rights and privileges of the aforenamed James Strong, which he now has or may have, in and by virtue of the two above mentioned letters patent of Uri Emmons and William Woodworth, by the deed of said Strong, dated the 10th day of December instant, in and for the State of New York, except the city and county of New York, and the counties of West Chester, and Putnam, and Albany; and also in and for the State of Vermont; and for the counties of Bergen, Essex, Middlesex, and Monmouth, in the State of New Jersey, as will more fully appear by reference to said deed, Strong's, to the said Tyack, as dated the aforesaid 10th of December. Now know ye, that I, the said William Tyack, of the city and county of New York aforesaid, for and in consideration of five hundred dollars to me in hand paid by William Henry Culver, of the city of New York, have, and by these presents doth assign and transfer unto the said William Henry Culver, and his assigns, all the rights and privileges which I possess and have, or may have in and by virtue of the two aforesaid letters patent, in pursuance and in virtue of the assignments before described, and in accordance with the same, reference to the said deed of assignment being had. To have and to hold the aforesaid rights and privileges hereby conveyed, or intended to be conveyed, to said William Henry and his assigns, for and during the term of fourteen years from the day of the date of the said several patents, and according to the tenor thereof; reserving, however, and always excepting such parts and places as were conveyed and assigned by Uri Emmons, Daniel Halstead, Daniel H. Toogood, and me, the said Tyack, by deed dated the 28th day of November last past; hereby authorizing and fully empowering the said Wm. Henry to prosecute, at his own expense and cost, any violations of the said patents within places convey and assigned to him as aforesaid, and to do all and every thing that I might lawfully do in the premises.

Witness my hand and seal, at the city of New York, this 28th day of December, 1829.

WILLIAM TYACK. [SEAL.]

Signed, sealed, and delivered, in presence of—
LEVERETT TREADWELL,
THOMAS AP THOMAS.

I certify, that the within transfer was duly entered on record in the 3d vol. of Transfers of Patent Rights, pages 330 and 331, in the Patent Office, Department of State of the United States, on the 8th day of December, 1830.

JOHN D. CRAIG,
Superintendent.

The foregoing are true copies, from the records in this office. In testimony whereof, I have caused the seal of the patent office to be hereunto affixed, this 12th day of November, 1844.
[SEAL.]

H. L. ELLSWORTH,
Commissioner of Patents.

The United States Patent Office, to all persons to whom these presents shall come, greeting:

This is to certify, that the annexed are true copies, from the records in this office.

In testimony whereof, I, Henry L. Ellsworth, commissioner of patents, have caused the seal of the patent office to be hereunto affixed, this thirteenth day of November, in the year of our Lord one thousand eight hundred and forty-four, and of the independence of the United States the sixty-ninth.
[SEAL.]

HENRY L. ELLSWORTH.

That, subsequently, Toogood disposed of his entire interest in the two patents to Halstead. That subsequently, on the 15th October, 1830, Halstead assigned all his interest to William H. Culver, in whom all the interest conveyed by Woodworth and Strong, under the joint deed, became centred.

Conveyance—Halstead to Culver.

To all people to whom these presents shall come, I, Daniel Halstead, now resident in the city of New York, yeoman, send greeting:

Whereas William Woodworth did, by letters patent issuing from the patent office of the United States of America, dated the twenty-seventh day of December, 1828, obtain the full and exclusive right of making, constructing, using, and vending to others to be used, a certain machine, denominated "an improvement in the method of planing, tongueing, grooving, &c., plank, boards, &c.:" And whereas, Uri Emmons did obtain letters patent from the aforesaid office, dated the twenty-fifth day of April, 1829, for the exclusive right of making, constructing, using, and vending to others to be used, a certain machine, denominated "*the Cylindrical Planing Machine;*" an improvement in the mode of planing floor plank, and grooving, and tongueing, and straightening the edges of the same, &c., &c. And whereas the said William Woodworth did thereafterwards duly sell, assign, and set over,

to one James Strong, an equal half of his said patent right: And whereas the said Uri Emmons did, by his deed dated the 16th day of May last past, sell and assign to the aforesaid Daniel Halstead, together with one Daniel H. Toogood, and one William Tyack, all the right, title, and interest, secured to him, the said Emmons, by his aforementioned patent: And whereas there had arisen, by and between the aforesaid Woodworth and Strong, on the one part, and the said Halstead and Toogood, on the other part, divers disputes and difficulties relating to their respective patent rights; to settle and adjust the same, the said Woodworth and Strong, on the one part, and the said Halstead, Toogood and Tyack, and the said Uri Emmons, on the other part, did agree, each with the other, to release, and did thereafter release the one to the other, mutually, a part of their respective patent rights, after the following manner, viz: the said Woodworth and Strong, for themselves and their assigns, did, by their mutual deed of release signed by all the parties, and dated the 28th day of November, 1829, assign to the said Halstead, Toogood and Tyack, and their assigns, all their right and interest in the before mentioned patent, patented to said William Woodworth as aforesaid, to be sold and used, and the plank and other material prepared thereby to be vended and used in the following places, viz: In the city and county of Albany, in the State of New York; in the State of Maryland, (except the western part thereof which lies west of the Blue Ridge;) in the States of Tennessee, Mississippi, Alabama, South Carolina, Georgia, the Floridas, Louisiana, Missouri, and the territory west of the Mississippi, for and during the term of fourteen years from the date of said patent, and not in any other State or place within the limits of the United States or the territories thereof; and the said Emmons, Halstead, Toogood and Tyack, in consideration of the premises, did, by the aforementioned deed of release, for their part and their assigns, transfer, release, and convey, to the said Woodworth and Strong, and their assigns, all their right, title, and interest, in and to the above named patent granted to Uri Emmons as aforesaid, to be sold, used, and the plank or other material prepared thereby to be vended and used; and all and singular the rest and residue of the United States, and the territories thereof, that is to say, in all places other than those specially assigned to the said Halstead, Toogood and Tyack, as aforesaid: To have and to hold the same for the term of fourteen years from the date of said patent, as will appear more fully by said mutual deed of release by all the before mentioned parties, reference thereto being had. And whereas the said Toogood did thereafterwards sell and assign to the aforenamed Daniel Halstead, and his assigns, all his right, title, and interest, in and to the two patent rights as before mentioned: And whereas the above named William Tyack did, by his deed of assignment bearing date the twenty-eighth day December last past, sell, assign, and transfer, all his right, title, and interest, in and to the aforementioned patent rights of the said Woodworth and said Emmons, patented to them as aforesaid, to one William H. Culver.

Now know ye, that I, the said Daniel Halstead, for and in conside-

ration of the sum of two thousand six hundred and sixty-six dollars and sixty-seven cents, currency of the United States of America, paid me by the above named William Culver, the receipt whereof is hereby acknowledged, do hereby grant, bargain, sell, assign, and transfer, to the said William H. Culver, his heirs, executors, administrators, and assigns, the full and exclusive right, and all my title and interest in the said patent described as beforegoing, in and to the following places in the United States, viz: Two-thirds of the right, exclusive of making, constructing, using, and vending to others to be used, Uri Emmons' "Cylindrical planing machine, for planing floor plank, &c., &c.," and William Woodworth's machine "for planing, tongueing, grooving, &c., plank, boards, &c.," as is within described, and copies of the patent and specifications of the same hereto annexed, within the State of Maryland, except the western part thereof which lies west of the Blue Ridge: To have and to hold the same to the said Culver, his heirs and assigns, for and during the term of fourteen years from the date of the before described patents respectively; and I do hereby declare that I have full power and authority, under said patents, to sell and convey said two-thirds of said rights in manner aforesaid, and that I, and my heirs, executors, and administrators, shall and will, to the full extent of the powers vested in me by virtue of said patent, warrant the same to him, the said Culver, his heirs, administrators, and assigns, for and during the term aforesaid, against the lawful claims of all persons; giving him, the said Culver, his heirs and assigns, full power, at his own proper expense, to bring suit against, and prosecute to final judgment, all persons infringing the said rights contrary to law within the districts aforesaid.

In witness whereof, I have hereunto set my hand and seal, at the city of New York, this fifteenth day of October, in the year of our Lord one thousand eight hundred and thirty.

DANIEL HALSTED. [SEAL.]

Signed, sealed, and delivered, in presence of—
W. P. MORRIS,
THOMAS AP THOMAS.

State of New York, city of New York, ss:

On this fifteenth day of October, anno domini 1830, before me, George D. Cooper, notary public, dwelling in the city of New York, personally came Daniel Halsted, who subscribed the aforegoing instrument, and acknowledged the same to be his voluntary act and deed.

In testimony whereof, I have hereunto subscribed my name, and affixed my seal of office, the day and year last above written.
[SEAL.]

GEO. D. COOPER.

I certify, that the within deed, from Halsted to Culver, was duly entered on record in the patent office, Department of State of the United States, in the 4th vol. of Transfers of Patent Rights, pages 14, 15, and 16, on the 27th day of July, 1831. J. D. CRAIG,

Superintendent of the Patent Office.

Patent Office, received 18th October, 1838, and recorded anew in this office.

H. L. ELLSWORTH,
Commissioner of Patents.

That subsequently, on the 4th May, 1831, Culver assigned all his interest within the State of Maryland, except that part thereof lying west of the Blue Ridge, to Samuel F. Bradford.

Conveyance from Culver to Bradford.

To all persons to whom these presents shall come, greeting:

Whereas William Woodworth obtained letters patent for his invention of a machine for planing, tongueing, and grooving plank, &c., &c., bearing date the 27th day of December, A. D. 1828, as by reference to the record thereof in the Patent Office at Washington city will appear; and whereas the said Woodworth, by assignment in due form of law, assigned one-half of his right, privilege, and liberty, under said patent, and in the said invention, to James Strong; and whereas Uri Emmons obtained a patent for his invention of a machine for the same purpose, bearing date the 25th day of April, A. D. 1829, as by reference to the record thereof in the Patent Office at Washington city will appear, and the said Emmons, by assignment in due form of law, assigned the whole of his said right, liberty, and privilege, under his said patent, and in his said invention, to Daniel Halsted, Daniel H. Toogood, and William Tyack, the said several assignments, viz, that of said Woodworth to the said Strong, and this of said Emmons to said Halsted, Toogood, and Tyack, being duly recorded in the office of the Secretary of State at Washington, as by reference to the record thereof will appear; and whereas, afterwards, the said Woodworth and Strong, by assignment in due form of law, transferred and assigned to said Halsted, Toogood, and Tyack, their, said Woodworth and Strong's, whole right and liberty, and privilege, under said Woodworth's said patent, within the city and county of Albany, in the State of New York, and also within the State of Maryland, exclusive of and excepting the part west of the Blue Ridge. And the said Toogood being, by reason of the premises, joint owner with the said Halsted and said Tyack, and so entitled to one-third part of the said privilege of said Woodworth, and to one-third of the said privilege of said Emmons, within the said city and county of Albany, and within the State of Maryland, except the part west of the Blue Ridge, did, by assignment in due form of law, transfer and assign his said interest to the said Daniel Halsted, and the said Daniel Halsted, by his assignment in due form of law, being, by reason of the premises, entitled to two-thirds of each of said privileges, within the territorial limits aforesaid of Albany and Maryland, by his two several deeds of assignment, bearing date the 15th day of October, A. D. 1830, executed in due form of law, transferred and assigned to William Henry Culver, of Troy, in the State of New York, all the said several privileges to which he, the said Halsted, was entitled under the said several

assignments or otherwise, to all of which reference is here made for greater certainty as parts of this instrument. And whereas the said Tyack, being entitled to one-third part of each of the said privileges within said Albany and Maryland as aforesaid, by reason of the said several assignments, some or all of them, did, by his assignment in due form of law, assign to the same William H. Culver all his, the said Tyack's, said one-third part of each of said privileges, whereby the said William H. Culver has heretofore acquired, and, by reason of the premises, has become entitled to the whole and exclusive right, and liberty, and privilege, under each of said patents, within the said city and county of Albany, and the State of Maryland, except the west part beyond the Blue Ridge as aforesaid; and the said Culver has agreed to assign the whole and exclusive right, liberty, and privilege, within said State of Maryland as aforesaid, under each of said patents, which he, said Culver, is now entitled to as aforesaid, to Samuel F. Bradford, of the city of Philadelphia. Now, therefore, the said William H. Culver, in consideration of five thousand dollars, and for other considerations, paid and performed to the said William H. Culver, by the said Samuel F. Bradford, and now here acknowledged, hath assigned and transferred, and doth hereby assign and transfer, to the said Samuel F. Bradford, his legal representatives and assigns, all the aforesaid several rights, privileges, and liberties, in him, the said Culver, vested as aforesaid, being the whole and exclusive right, liberty, and privilege, of making, using, and vending, and of vending to others to be used, within the said State of Maryland, except the part thereof west of the Blue Ridge, the aforesaid improvements and inventions of the said Woodworth and of the said Emmons respectively. To have and to enjoy the same to him, the said Samuel Bradford, his legal representatives and assigns, for and during the term of said patents respectively, as fully and to the same extent as the said patentees could or might enjoy the same; and the said Culver hereby covenants that he has good right to transfer and assign the right, liberty, and privilege, aforesaid in said Maryland, as aforesaid; and that he, said Culver, had acquired, and was entitled to, the full and exclusive right and liberty of making, using, and vending to others to be used, the aforesaid improvements and machines, for planing, tongueing, grooving, and other operations, as described in said patents and the specifications making part thereof, and which the said Woodworth and the said Emmons respectively assert. And the said Culver hereby grants to the said Bradford, and to his assigns, full power to take all measures which may be necessary and proper, in the law, to defend themselves in the enjoyment of said privileges against all infringements whatsoever, either in the name of him, the said Culver, or of the said Woodworth, or of the said Emmons, or any of their assigns respectively, as circumstances and the rules of law may require; and the said Culver doth hereby covenant with said Bradford, and his assigns, to make and execute all such further assignments and powers as counsel, learned in the law, shall advise to be necessary and proper, whenever thereto by him or them requested.

In testimony whereof the said William H. Culver has hereto set his hand and seal, this fourth day of May, in the year of our Lord one thousand eight hundred and thirty-one.

WILLIAM H. CULVER. [SEAL.]

In presence of—
WM. BRADFORD,
THOMAS AP THOMAS.

State of New York, city and county of New York, ss:

On the fourth day of May, in the year one thousand eight hundred and thirty-one, before me, personally appeared William H. Culver, satisfactorily proved, by the oath of Thomas A. Thomas, of the city of New York, to be the same person described in, and who executed the foregoing instrument, and acknowledged that he executed the same for the uses and purposes therein mentioned.

D. HOBART,
Commissioner of Deeds for the city and county of New York.

I certify that the foregoing was duly entered on record in the Patent Office, Department of State of the United States, in the 4th vol. of Transfers of Patent Rights, pages 16, 17, 18 & 19, on the 28th day of July, 1831.

JOHN D. CRAIG, *Superintendent.*

That subsequently, on the 6th September, 1831, Bradford sold his interest to Richard G. Howland.

Conveyance from Bradford to Howland.

To all to whom these presents shall come, Samuel F. Bradford, of the city of Philadelphia, in the State of Pennsylvania, sends greeting:

Whereas William Woodworth obtained letters patent for his invention of a machine for planing, tongueing, and grooving plank, &c., &c., bearing date the twenty-seventh day of December, A. D. 1828, as by reference to the record thereof, in the Patent Office at Washington city, will appear. And whereas the said Woodworth, by assignment in due form of law, assigned one-half of his right, privilege, and liberty, under said patent, and in the said invention, to James Strong. And whereas Uri Emmons obtained a patent for his invention of a machine for the same purpose, bearing date the 25th day of April, 1829, as by reference to the record thereof in the Patent Office at Washington city, will appear. And the said Emmons, by assignment in due form of law, assigned the whole of his said right, liberty, and privilege under his said patent, and in his said invention, to Daniel Halsted, Daniel H. Twogood, and William Tyack, the said several assignments, viz: that of said Woodworth to the said Strong, and the one of said Emmons to said Halsted, Twogood and Tyack, being duly recorded in the office of the Secretary of State at Washington, as by reference to the record thereof will appear. And whereas afterwards, the said Woodworth and Strong, by assignment in due form of law,

transferred and assigned to said Halsted, Twogood and Tyack, their, the said Woodworth and Strong's, whole right and liberty and privilege under said Woodworth's said patent within the city and county of Albany, in the State of New York, and also within the State of Maryland, exclusive of and excepting the part west of the Blue Ridge; and the said Twogood being, by reason of the premises, joint owner with the said Halsted and said Tyack, and so entitled to one third part of the said privilege of said Woodworth, and to one third part of the said privilege of said Emmons, within the said city and county of Albany, and within the State of Maryland, except the part west of the Blue Ridge, did, by assignment in due form of law, transfer and assign his said interest to the said Daniel Halsted, and the said Daniel Halsted, by his assignment in due form of law, being, by reason of the premises, entitled to two-thirds of each of said privileges within the territorial limits aforesaid of Albany and Maryland, by his two several deeds of assignment, bearing date the 15th day of October, 1830, executed in due form of law, transferred and assigned to William Henry Culver, of Troy, in the State of New York, all the said several privileges to which he, the said Halsted, was entitled under the said several assignments or otherwise; to all of which reference is here made for greater certainty as parts of this instrument. And whereas the said Tyack, being entitled to one-third part of each of the said privileges within said Albany and Maryland as aforesaid, by reason of the said several assignments, some or all of them, did, by his assignment, in due form of law, assign to the same William H. Culver, all his, the said Tyack's, said one-third part of each of said privileges, whereby the said William H. Culver heretofore acquired, and by reason of the premises became entitled to, the whole and exclusive right and liberty and privilege under each of said patents within the said city and county of Albany, and the State of Maryland, except the west part beyond the Blue Ridge as aforesaid. And whereas the said William H. Culver, by assignment, dated the fourth day of May, one thousand eight hundred and thirty-one, and duly recorded, transferred to the said Samuel F. Bradford and his assigns, all the aforesaid several rights, privileges and liberties in him, said Culver, vested as aforesaid, being the whole and exclusive right, liberty, and privilege of making, using, and vending, and of vending to others to be used, within the said State of Maryland, except the part thereof west of the Blue Ridge, the aforesaid improvements and inventions of the said Woodworth, and of the said Emmons, respectively; to have and to enjoy the same to him the said Samuel Bradford, his legal representatives and assigns, for and during the term of said patents respectively, as fully and to the same extent as the said patentees could or might enjoy the same.

Now know ye, that the said Samuel F. Bradford, for and in consideration of the sum of six thousand six hundred dollars, lawful money of the United States, to him in hand paid by Richard G. Howland, of the city of Baltimore, in the State of Maryland, at or before the sealing and delivery hereof, the receipt whereof is hereby acknowledged, hath bargained, sold, assigned, transferred, and made over, and doth hereby

bargain, sell, assign, transfer, and make over, unto the said Richard G. Howland, the aforesaid several rights, privileges, and liberties in him, said Bradford, vested as aforesaid, being the whole exclusive right, liberty, and privilege of making, using, and vending, and of vending to others to be used, within the said State of Maryland, except the part thereof west of the Blue Ridge, the aforesaid improvements and inventions of the aforesaid Woodworth, and of the said Emmons, respectively; to have and to enjoy the same to him, the said Richard G. Howland, his legal representatives and assigns, for and during the term of said patents respectively, as fully and to the same extent as the patentees could or might enjoy the same; and the said Bradford hereby covenants that he has good right to transfer and assign the right, liberty, and privilege aforesaid, in said State of Maryland, as aforesaid; and that the said Bradford had acquired, and was entitled to the full and exclusive right and liberty of making, using, and vending to others to be used, the aforesaid improvements and machines for planing, tongueing, grooving, and other operations as described in said patents, and the specifications making part thereof, and which the said Woodworth and the said Emmons respectively assert. And the said Bradford hereby grants to said Howland and to his assigns full power to take all measures which may be necessary and proper in the law to defend themselves in the enjoyment of said privileges against all infringements whatsoever, either in the name of him, the said Bradford, or of the said Woodworth, or of the said Emmons, or any of their assigns respectively, as circumstances and the rules of law may require; and the said Bradford doth hereby covenant with the said Howland and his assigns to make and execute all such further assignments and powers as counsel learned in the law shall advise to be necessary and proper whenever thereto by him or them requested for the confirmation hereof. In testimony whereof, the said Samuel F. Bradford hath hereto set his hand and seal on this sixth day of September, in the year of our Lord one thousand eight hundred and thirty-one.

SAM. F. BRADFORD.

Signed, sealed, and delivered in the presence of—
NELSON SPURRIER,
SAM'L B. HICKCOX.

State of Maryland, city of Baltimore, sct:

Be it remembered, and it is hereby certified, that, on this sixth day of September, in the year of our Lord one thousand eight hundred and thirty-one, before the subscriber, James B. Latimer, notary public, by letters patent under the great seal of the State of Maryland, commissioned and duly qualified, residing in the city of Baltimore aforesaid, personally appears Samuel F. Bradford, the person described in, and who executed, the foregoing instrument of writing, and doth acknowledge the same to be his act and deed.

In testimony whereof, I have hereto subscribed my name and affixed my notarial seal, on the day and year above written.

[SEAL.] JAMES B. LATIMER, *Notary Public.*

Duly entered on record in the Patent Office, Department of State of the United States, in the 4th vol. of Transfers of Patent Rights, pages 53, 54 and 55, on the 13th day of September, 1831.

JOHN D. CRAIG, *Superintendent.*

Patent Office.—Received 18th Oct., 1838, and recorded anew in this office.

H. L. ELLSWORTH.
Commissioner of patents.

That, subsequently, Howland by deeds dated on the 7th September and 3d of October, respectively, conveyed to Zachariah Woollen an equal interest with himself in the two patents, within the limits last aforesaid.

Conveyance from Howland to Woollen.

To all to whom these presents shall come, Richard G. Howland of the city of Baltimore, in the State of Maryland, sends greeting:

Whereas, William Woodworth obtained letters patent for his invention of a machine for planing, tongueing, and grooving plank, &c., &c., bearing date the twenty-seventh day of December, A. D. 1828, as by reference to the record thereof in the Patent Office at Washington city, will appear. And whereas, said Woodworth, by assignment in due form of law, assigned one-half of his right, privilege, and liberty under said patent, and in the said invention, to James Strong. And whereas, Uri Emmons obtained a patent for his invention of a machine for the same purpose, bearing date the 25th day of April, 1829, as by reference to the record thereof in the Patent Office at Washington city will appear; and the said Emmons, by assignment in due form of law, assigned the whole of his said right, liberty, and privilege, under his said patent, and in his said invention, to Daniel Halsted, Daniel H. Twogood, and William Tyack, the said several assignments, viz, that of said Woodworth to the said Strong, and the one of said Emmons to said Halsted, Twogood and Tyack; being duly recorded in the office of the Secretary of State at Washington, as by reference to the record thereof will appear. And whereas, afterwards, the said Woodworth and Strong, by assignment in due form of law, transferred and assigned to said Halsted, Twogood and Tyack, their, the said Woodworth and Strong's, whole right, and liberty, and privilege, under said Woodworth's said patent, within the city and county of Albany, in the State of New York; and also, within the State of Maryland, exclusive of and excepting the part west of the Blue Ridge; and the said Twogood being by reasons of the premises, joint owner with the said Halsted and said Tyack, and so entitled to one-third part of the said privilege of said Woodworth, and to one third of the said privilege of said Emmons, within the said city and county of Albany, and within the State of Maryland, except the part west of the Blue Ridge, did, by assignment in due form of law, transfer and assign his said interest to the said Daniel Halsted; and the said Daniel Halsted, by his assignment in due form of law, being by reason

of the premises entitled to two-thirds of each of said privileges within the territorial limits aforesaid of Albany and Maryland, by his two several deeds of assignment, bearing date the 15th day of October, one thousand eight hundred and thirty, executed in due form of law, transferred and assigned to William Henry Culver, of Troy, in the State of New York, all the said several privileges to which he, the said Halsted, was entitled, under the said several assignments or otherwise; to all of which reference is here made for greater certainty, as part of this instrument. And whereas, the said Tyack being entitled to one-third part of each of the said privileges within said Albany and Maryland, as aforesaid, by reason of the said several assignments, some or all of them, did, by his assignment in due form law, assign to the same William H. Culver all his, the said Tyack's, said one third part of each of said privileges, whereby the said William H. Culver heretofore acquired, and by reason of the premises became entitled to, the whole and exclusive right and liberty and privilege, under each of said patents, within the said city and county of Albany and the State of Maryland, except the west part beyond the Blue Ridge, as aforesaid. And whereas, the said William H. Culver, by assignment dated the fourth day of May, one thousand eight hundred and thirty-one, and duly recorded, transferred to a certain Samuel F. Bradford, and his assigns, all the aforesaid several rights, privileges and liberties, in him, said Culver, vested as aforesaid, being the whole and exclusive right, liberty and privilege of making, using and vending, and of vending to others to be used, within the said State of Maryland, except the part thereof west of the Blue Ridge, the aforesaid improvements and inventions of the said Woodworth and of the said Emmons respectively. To have and to enjoy the same to him, the said Samuel Bradford, his legal representatives and assigns, for and during the term of said patents respectively, as fully and to the same extent as the said patentees could or might enjoy the same. And whereas, the said Samuel F. Bradford did, by assignment dated the sixth day of September instant, and intended to be recorded, assign and transfer unto the above named Richard G. Howland, all the aforesaid several rights, privileges and liberties, in the aforesaid patents vested in him, the said Samuel F. Bradford as aforesaid, by the aforesaid assignment to him from William H. Culver, as by reference to said assignment of the sixth of September instant, may more fully appear. Now, know ye, that the said Richard G. Howland, for and in consideration of the sum of two thousand two hundred dollars, lawful money of the United States, to him paid by Zachariah Woollen, of the city of Baltimore, in the State of Maryland, at or before the sealing and delivery hereof, the receipt whereof is hereby acknowledged, hath bargained, sold, assigned, transferred, and made over, and doth hereby bargain, sell, assign, transfer, and make over, unto the said Zachariah Woollen, one undivided third part of and in the aforesaid several rights, privileges, and liberties, in him, said Howland, vested as aforesaid, being the whole and exclusive right, liberty, and privilege of making, using, and vending, and of vending to others to be used, within the said State of Mary-

land, except the part thereof west of the Blue Ridge, the aforesaid improvements and inventions of the said Woodworth and of the said Emmons respectively. To have and to enjoy the aforesaid one undivided third part of and in the same, to him, the said Zachariah Woollen, his legal representatives and assigns, for and during the term of said patents respectively, as fully and to same extent as the said patentees could or might enjoy the same. And the said Howland doth hereby covenant with the said Woollen and his assigns, to make and execute all such further assignments and powers, as counsel learned in the law shall advise to be necessary and proper, whenever thereto by him or them requested, for the better and more perfectly assigning and transferring unto the said Zachariah Woollen, his executors, administrators and assigns, one equal third part (being the one third hereby mentioned to be assigned,) which the said Richard G. Howland acquired in the patent rights above mentioned, under or by virtue of the aforesaid assignment from the above named Samuel F. Bradford to him.

In testimony whereof, the said Richard G. Howland hath hereto set his hand and seal, on this seventh day of September, in the year of our Lord one thousand eight hundred and thirty-one.

R. G. HOWLAND. [SEAL.]

Signed, sealed, and delivered in the presence of—
JAS. B. LATIMER,
BEALL SPURRIER.

State of Maryland, city of Baltimore, sct:

Be it remembered, and it is hereby certified, that on this seventh day of September, in the year of our Lord one thousand eight hundred and thirty-one, before the subscriber, James B. Latimer, notary public, by letters patent under the great seal of the State of Maryland, commissioned and duly qualified, residing in the city of Baltimore aforesaid, personally appears Richard G. Howland, the person described in, and who executed, the foregoing instrument of writing, and doth acknowledge the same to be his act and deed.

In testimony whereof I have hereto subscribed my name, and affixed [SEAL.] my notarial seal, on the day and year above written.

JAS. B. LATIMER,
Notary Public.

Duly entered on record in the patent office, Department of State of the United States, in the 4th vol. of Transfers of Patent Rights, pages 55, 56, 57, and 58, on the 13th day of September, 1831.

JOHN D. CRAIG, *Superintendent.*

Conveyance from Howland to Woollen, 3d October, 1831.

To all to whom these presents shall come, Richard G. Howland, of the city of Baltimore, in the State of Maryland, sends greeting:

Whereas William Woodworth obtained letters patent for the invention of a machine for planing, tongueing, and grooving plank, &c., &c.,

bearing date the 27th day of December, A. D. 1828, as by reference to the record thereof, in the Patent Office at Washington city, will appear. And whereas said Woodworth, by assignment in due form of law, assigned one-half of his right, privilege, and liberty, under said patent, and in the said invention, to James Strong. And whereas Uri Emmons obtained a patent for his invention of a machine for the same purpose, bearing date the 25th day of April, 1829, as by reference to the record thereof, in the Patent Office at Washington city, will appear; and the said Emmons, by assignment in due form of law, assigned the whole of his said right, liberty, and privilege, under his said patent, and in his said invention, to Daniel Halsted, Daniel H. Twogood, and William Tyack, the said several assignments, viz: that of said Woodworth to the said Strong, and the one of said Emmons to said Halsted, Twogood, and Tyack, being duly recorded in the office of the Secretary of State at Washington, as by reference to the record thereof will appear. And whereas, afterwards, the said Woodworth and Strong, by assignment in due form of law, transferred and assigned to said Halsted, Twogood, and Tyack, their, the said Woodworth and Strong's, whole right, and liberty, and privilege, under said Woodworth's said patent, within the city and county of Albany, in the State of New York, and also within the State of Maryland, exclusive of and excepting the part west of the Blue Ridge; and the said Twogood being, by reason of the premises, joint owner with the said Halsted and said Tyack, and so entitled to one-third part of the said privilege of said Woodworth, and to one-third part of the said privilege of said Emmons, within the said city and county of Albany, and within the State of Maryland, except the part west of the Blue Ridge, did, by assignment in due form of law, transfer and assign his said interest to the said Daniel Halsted; and the said Daniel Halsted, by his assignment in due form of law, being, by reason of the premises, entitled to two-thirds of each of said privileges within the territorial limits aforesaid of Albany and Maryland, by his two several deeds of assignment, bearing date the fifteenth day of October, 1830, executed in due form of law, transferred and assigned to William Henry Culver, of Troy, in the State of New York, all the said several privileges to which he, the said Halsted, was entitled under the said several assignments or otherwise; to all of which reference is here made for greater certainty as parts of this instrument. And whereas the said Tyack, being entitled to one-third part of each of the said privileges within said Albany and Maryland as aforesaid, by reason of the said several assignments, some or all of them, did, by his assignment in due form of law, assign to the same William H. Culver all his, the said Tyack's, said one-third part of each of said privileges, whereby the said William H. Culver heretofore acquired, and, by reason of the premises, became entitled to, the whole and exclusive right, and liberty, and privilege, under each of said patents, within the said city and county of Albany, and the State of Maryland, except the west part beyond the Blue Ridge as aforesaid. And whereas the said

William H. Culver, by assignment, dated the fourth day of May, one thousand eight hundred and thirty-one, and duly recorded, transferred to a certain Samuel F. Bradford, and his assigns, all the aforesaid several rights, privileges, and liberties, in him, said Culver, vested as aforesaid, being the whole and exclusive right, liberty, and privilege of making, using, and vending, and of vending to others to be used, within the said State of Maryland, except the part thereof west of the Blue Ridge, the aforesaid improvements and inventions of the said Woodworth and of the said Emmons respectively. To have and to enjoy the same to him, the said Samuel F. Bradford, his legal representatives and assigns, for and during the term of said patents respectively, as fully and to the same extent as the said patentees could or might enjoy the same. And whereas the said Samuel F. Bradford did, by his assignment, dated the sixth day of September last past, which has been duly recorded, assign and transfer unto the above-named Richard G. Howland, all the aforesaid several rights, privileges. and liberties, in the aforesaid patents vested in him, the said Samuel F. Bradford as aforesaid, by the aforesaid assignment to him from William H. Culver, as by reference to said assignment of the sixth of September last may more fully appear. Now know ye, that the said Richard G. Howland, for and in consideration of the sum of eleven hundred dollars, lawful money of the United States, to him paid by Zachariah Woollen, of the city of Baltimore, in the State of Maryland aforesaid, at or before the sealing and delivery hereof, the receipt whereof is hereby acknowledged, hath bargained, sold, assigned, transferred, and made over, and doth hereby bargain, sell, assign, transfer, and make over, unto the said Zachariah Woollen, one undivided sixth part of and in the aforesaid several rights, privileges, and liberties, in him, said Howland, vested as aforesaid, being the whole and exclusive right, liberty, and privilege, of making, using, and vending, and of vending to others to be used, within the said State of Maryland, except the part thereof west of the Blue Ridge, the aforesaid improvements and inventions of the said Woodworth and of the said Emmons respectively. To have and to enjoy the aforesaid one undivided sixth part of and in the same, to him, the said Zachariah Woollen, his legal representatives and assigns, for and during the term of said patents respectively, as fully and to the same extent as the said patentees could or might enjoy the same. And the said Howland doth hereby covenant with the said Woollen, and his assigns, to make and execute all such further assignments and powers as counsel, learned in the law, shall advise to be necessary and proper, whenever thereto by him or them requested, for the better and more perfectly assigning, and transferring unto the said Zachariah Woollen, his executors, administrators, and assigns, one equal sixth part, (being the one-sixth hereby mentioned to be assigned,) which the said Richard G. Howland acquired in the patent rights above mentioned, under or by virtue of the aforesaid assignment from the above named Samuel F. Bradford to him. In testimony whereof the said Richard G. Howland hath hereto set his hand

and seal, on this 3d day of October, in the year of our Lord one thousand eight hundred and thirty-one.

R. G. HOWLAND. [SEAL.]

Signed, sealed, and delivered in the presence of—
BEALE SPIRRIER,
GRAFTON D. SPURRIER.

State of Maryland, city of Baltimore, set:

Be it remembered, and it is hereby certified, that on this third day of October, in the year of our Lord one thousand eight hundred and thirty-one, before the subscriber, James B. Latimer, notary public, by letters patent under the great seal of the State of Maryland aforesaid, commissioned and duly qualified, residing in the city of Baltimore aforesaid, personally appears Richard G. Howland, the person named in, and who executed the foregoing instrument of writing, and doth acknowledge the same to be his act and deed.

In testimony whereof I hereunto subscribe my name, and affix my [SEAL.] notarial seal, on the day and year above written.

JAS. B. LATIMER,
Notary Public.

I certify that the within assignment was duly entered on record in the patent office, Department of State of the United States, in the 4th vol. of Transfers of Patent Rights, pages 142, 143, 144, and 145, on the 18th day of January, 1832.

JOHN D. CRAIG, *Superintendent.*

That subsequently, on the 1st April, 1836, Howland and Woollen assigned all their interest to Joseph Turner, junr., one of the defendants, John Walsh, and Samuel House.

Conveyance from Howland and Woollen to Turner, Walsh and House, 1st April, 1836.

To all to whom these presents shall come, Richard G. Howland and Zachariah Woollen, both of the city and county of Baltimore, in the State of Maryland, send greeting:

Whereas William Woodworth obtained letters patent for his invention of a machine for planing, tonguing and grooving, plank, &c., &c., bearing date the twenty-seventh day of December, 1828, as by reference to the record thereof, in the patent office at Washington city, will appear: And whereas said Woodworth, by assignment in due form of law, assigned one-half of his right, privilege, and liberty, under said patent, and in the said invention, to James Strong: And whereas Uri Emmons obtained a patent for his invention of a machine for the same purpose, bearing date the 25th day of April, 1829, as by reference to the record thereof in the Patent Office at Washington city will appear. And the said Emmons, by assignment in due form of law, assigned the whole of his said right, liberty, and privilege, under the said patent, and in his said invention, to Daniel Halsted, Daniel H. Twogood, and

William Tyack, the said several assignments, viz: that of said Woodworth to the said Strong, and the one of said Emmons to said Halsted, Twogood, and Tyack, being duly recorded in the office of Secretary of State at Washington, as by reference to the record thereof will appear. And whereas, afterwards, the said Woodworth and Strong, by assignment, in due form of law, transferred and assigned to said Halsted, Twogood, and Tyack, their, the said Woodworth and Strong's, whole right, and liberty, and privilege, under said Woodworth's said patent, within the city and county of Albany, in the State of New York, and also within the State of Maryland, exclusive of and excepting the part west of the Blue Ridge; and the said Twogood being, by reason of the premises, joint owner with the said Halsted and the said Tyack, and so entitled to one-third part of the said privilege of said Woodworth, and to one-third of the said privilege of said Emmons, within the said city and county of Albany, and within the State of Maryland, except the part west of the Blue Ridge, and, by assignment in due form of law, transfer and assign his said interest to the said Daniel Halsted; and the said Daniel Halsted, by his assignment in due form of law, being, by reason of the premises, entitled to two-thirds of each of said privileges within the territorial limits aforesaid of Albany and Maryland, by his two several deeds of assignment bearing date the 15th day of October, 1830, executed in due form of law, transferred and assigned to William Henry Culver, of Troy, in the State of New York, all the said several privileges to which he, the said Halsted, was entitled, under the said several assignments, or otherwise; to all of which reference is here made, for greater certainty, as parts of this instrument. And whereas, the said Tyack being entitled to one-third part of each of the said privileges within said Albany and Maryland as aforesaid, by reason of the said several assignments, some, or all of them, did, by his assignment, in due form of law, assign to the same William H. Culver all his, the said Tyack's, said one-third part of each of said privileges, whereby the said William H. Culver heretofore acquired, and, by reason of the premises, became entitled to, the whole and exclusive right, and liberty, and privilege, under each of said patents, within the said city and county of Albany and the State of Maryland, except the west part beyond the Blue Ridge, as aforesaid. And whereas, the said William H. Culver, by assignment dated the fourth day of May, one thousand eight hundred and thirty-one, and duly recorded, transferred to a certain Samuel F. Bradford and his assigns all the aforesaid several rights, privileges, and liberties, in him, said Culver, vested as aforesaid, being the whole and exclusive right, liberty, and privilege, of making, using, and vending, and of vending to others to be used, within the said State of Maryland, except the part thereof west of the Blue Ridge, the aforesaid improvements and inventions of the said Woodworth and of the said Emmons respectively: To have and to enjoy the same to him, the said Samuel F. Bradford, his legal representatives and assigns, for and during the term of said patents respectively, as fully, and to the same extent, as the said patentees could or might enjoy the same.

And whereas, the said Samuel F. Bradford did, by assignment dated the sixth day of September, one thousand eight hundred and thirty-one, which has been duly recorded, assign and transfer unto the above named Richard G. Howland all the aforesaid several rights, privileges, and liberties, in the aforesaid patents, vested in him, the aforesaid Samuel F. Bradford as aforesaid, by the aforesaid assignment to him from William H. Culver, as by reference to said assignment of the sixth of September, one thousand eight hundred and thirty-one, may more fully appear. And whereas, by virtue of two several assignments from the said Richard G. Howland to the above named Zachariah Woollen, the one of them bearing date the seventh day of September, one thousand eight hundred and thirty-one, and the other dated the third day of October, in the year last aforesaid, both of them duly entered on record in the Patent Office, Department of State of the United States, in the 4th vol. of Transfers of Patent Rights, the former in pages 55, 56, 57, and 58, and the latter in pages 142, 143, 144, and 145, the above named Zachariah Woollen became entitled to one-half of the aforesaid several rights, privileges, and liberties, in the aforesaid patents, which were vested in the said Richard G. Howland by the aforesaid assignment from the above named Samuel F. Bradford to him; and the said Howland and Woollen are now entitled, in equal shares or portions, to the whole of such rights.

Now, know ye, that the said Richard G. Howland and Zachariah Woollen, for and in consideration of the sum of six thousand dollars, lawful money of the United States, to them paid by Joseph Turner, jr., John Walsh, and Samuel House, all of the city of Baltimore aforesaid, at or before the sealing and delivery hereof, the receipt whereof is hereby acknowledged, have bargained, sold, assigned, transferred, and made over, and, by these presents, do bargain, sell, assign, transfer, and make over, unto the said Joseph Turner, junior, John Walsh, and Samuel House, all the aforesaid several rights, privileges, and liberties, in the said Howland and Woollen vested as aforesaid, being the whole and exclusive right, liberty, and privilege, of making, using, and vending to others to be used, within the State of Maryland, except the part thereof west of the Blue Ridge, the aforesaid improvements and inventions of the said Woodworth and of the said Emmons respectively: To have and to hold the same unto the said Joseph Turner, junior, John Walsh, and Samuel House, and their legal representatives and assigns, so that such right, liberty, and privilege, be used, exercised, and enjoyed by them, for and during the term of said patents respectively, as fully, and to the same extent, as the said patentees could or might enjoy the same.

And the said Richard G. Howland and Zachariah Woollen do hereby covenant with the said Joseph Turner, junior, John Walsh, and Samuel House, and their representatives and assigns, to make and execute all such further assignments and powers as counsel learned in the law shall advise to be necessary and proper, whenever by them requested, for the better and more perfectly assigning and transferring unto the said Joseph Turner, junior, John Walsh, and Samuel House, their

executors, administrators, and assigns, the rights hereby mentioned and intended to be transferred.

In testimony whereof, the said Richard G. Howland and Zachariah Woollen have hereunto subscribed their names, and affixed their seals, on this first day of April, in the year of our Lord one thousand eight hundred and thirty six.

R. G. HOWLAND, [SEAL.]
Z. WOOLLEN. [SEAL.]

Signed, sealed, and delivered in the presence of—
JAS. B. LATIMER,
WM. W. LATIMER.

STATE OF MARYLAND, *city of Baltimore, sct:*

Be it remembered, and it is hereby certified, this first day of April, in the year of our Lord one thousand eight hundred and thirty-six, before the subscriber, James B. Latimer, notary public, by letters patent under the great seal of the State of Maryland, commissioned, and duly qualified, residing in the city of Baltimore aforesaid, personally appear Richard G. Howland and Zachariah Woollen, the persons described in, and who executed, the foregoing instrument of writing, and do severally acknowledge the same to be their respective act and deed.

In testimony whereof, I have hereto subscribed my name, and affixed my notarial seal, on the day and year above written.

J. B. LATIMER, [SEAL.]
Notary public.

PATENT OFFICE.

Received and recorded in liber A, of Transfers of Patent Rights, pages 308 to 312. June 3d, 1837.

H. L. ELLSWORTH,
Commissioner of Patents.

That, subsequently, on the said 1st April, 1836, Turner, Walsh, and House conveyed two-fifths of their interest to Richard G. Howland.

Conveyance from Turner, Walsh, and House to Howland, 1st April, 1836.

To all to whom these presents shall come—Joseph Turner, junior, John Walsh, and Samuel House, all of the city and county of Baltimore, in the State of Maryland, send greeting:

Whereas, William Woodworth obtained letters patent for his invention of a machine for planing, tongueing, and grooving plank, &c., &c., bearing date the twenty-seventh day of December, A. D. 1828, as by reference to the record thereof in the patent office, at the city of Washington, will appear.

And whereas, said Woodworth, by assignment in due form of law, assigned one-half of his right, privilege, and liberty, under said patent, and in the said invention, to James Strong.

And whereas, Uri Emmons obtained a patent for his invention of a

machine for the same purpose, bearing date the 25th day of April, 1829, as by reference to the record thereof in the patent office at Washington city will appear. And the said Uri Emmons, by assignment in due form of law, assigned the whole of his said right, liberty, and privilege, under his said patent, and in his said invention, to Daniel Halsted, Daniel H. Twogood, and William Tyack; the said several assignments, viz., that of said Woodworth to the said Strong, and the one of said Emmons to said Halsted, Twogood, and Tyack, being duly recorded in the office of Secretary of State, at Washington, as by reference to the record thereof will appear.

And whereas, afterwards, the said Woodworth and Strong, by assignment in due form of law, transferred and assigned to said Halsted, Twogood, and Tyack, their, the said Woodworth and Strong's, whole right, and liberty, and privilege, under said Woodworth's said patent, within the city and county of Albany, in the State of New York; and also within the State of Maryland, exclusive of, and excepting the part west of the Blue Ridge; and the said Twogood being, by reason of the premises, joint owner with the said Halsted and said Tyack, and so entitled to one-third part of the said privilege of said Woodworth, and to one-third part of the said privilege of said Emmons, within the said city and county of Albany, and within the State of Maryland, except the part west of the Blue Ridge, did, by assignment, in due form of law, transfer and assign his said interest to the said Daniel Halsted; and the said Daniel Halsted, by his assignment, in due form of law, being, by reason of the premises, entitled to two-thirds of each of said privileges within the territorial limits aforesaid of Albany and Maryland, by his two several deeds of assignment bearing date the 15th day of October, 1830, executed in due form of law, transferred and assigned to William H. Culver, of Troy, in the State of New York, all the said several privileges to which he, the said Halsted, was entitled under the said several assignments, or otherwise; to all of which reference is here made, for greater certainty, as parts of this instrument.

And whereas, the said Tyack being entitled to one-third part of each of the said privileges within said Albany and Maryland as aforesaid, by reason of the said several assignments, some, or all of them, did, by his assignment, in due form of law, assign to the same William H. Culver all his, the said Tyack's, said one-third part of each of said privileges, whereby the said William H. Culver heretofore acquired, and, by reason of the premises, became entitled to, the whole and exclusive right, and liberty, and privilege, under each of said patents, within the said city and county of Albany and the State of Maryland, except the west part beyond the Blue Ridge, as aforesaid.

And whereas, the said William H. Culver, by assignment dated the fourth day of May, one thousand eight hundred and thirty-one, and duly recorded, transferred to a certain Samuel F. Bradford, and his assigns, all the aforesaid several rights, privileges, and liberties, in him, said Culver, vested as aforesaid, being the whole and exclusive right, liberty, and privilege, of making, using, and vending, and of vending

to others to be used, within the State of Maryland aforesaid, except the part thereof west of the Blue Ridge, the aforesaid improvements and inventions of the said Woodworth and of the said Emmons respectively: To have and enjoy the same to him, the said Samuel F. Bradford, his legal representatives and assigns, for and during the term of said patents respectively, as fully, and to the same extent, as the said patentees could or might enjoy the same. And whereas, the said Samuel F. Bradford did, by assignment dated the sixth day of September, one thousand eight hundred and thirty-one, which has been duly recorded, assign and transfer unto Richard G. Howland, of the aforesaid city of Baltimore, all the aforesaid several rights, privileges, and liberties, in the aforesaid patents vested in him, the said Samuel F. Bradford as aforesaid, by the aforesaid assignment to him from William H. Culver, as by reference to said assignment of the sixth of September, one thousand eight hundred and thirty-one, may more fully appear.

And whereas, by virtue of two several assignments from the said Richard G. Howland to Zachariah Woollen, of the aforesaid city of Baltimore, the one of them bearing date the seventh day of September, one thousand eight hundred and thirty-one, and the other dated the third day of October, in the year last aforesaid, both of them duly entered on record in the Patent Office, Department of State, of the United States, in the 4th vol. of Transfers of Patent Rights, the former in pages 55, 56, 57, and 58; and the latter in pages 142, 143, 144, and 145, the above named Zachariah Woollen became entitled to one-half of the aforesaid several rights, privileges, and liberties, in the aforesaid patents, which were vested in the said Richard G. Howland by the aforesaid assignment from the above named Samuel F. Bradford to him.

And whereas, the said Howland and Woollen, by assignment of even date, herewith perfected, before the execution hereof, and intended to be recorded, transferred the whole of such rights to the said Turner, Walsh, and House.

Now know ye, that the said Joseph Turner, junior, John Walsh and Samuel House, for and in consideration of the sum of two thousand four hundred dollars, lawful money of the United States, to them paid by the said Richard G. Howland at or before the sealing and delivery hereof, the receipt whereof is hereby acknowledged, have bargained, sold, assigned, transferred, and made over, and by these presents do bargain, sell, assign, transfer, and make over, unto the said Richard G. Howland, two undivided fifth parts of and in all the aforesaid several rights, privileges, and liberties, in the said Turner, Walsh, and House vested as aforesaid, that is to say: two-fifths of the exclusive right, liberty and privilege of making, using, and vending to others to be used within the State of Maryland, except the part west of the Blue Ridge, the aforesaid improvements and inventions of the said Woodworth and of the said Emmons respectively; to have and to hold the same, unto the said Richard G. Howland, and his legal representatives and assigns, so that such undivided right, liberty, and privilege be used, exercised, and enjoyed by him for and during the term of said patents respectively,

as fully, and to the same extent, as the said patentees could or might enjoy the same. And the said Joseph Turner, junior, John Walsh, and Samuel House, do hereby covenant with the said Richard G. Howland, and his representatives and assigns, to make and execute all such further assignments and powers as counsel learned in the law shall advise to be necessary and proper, whenever by them requested, for the better and more perfectly assigning and transferring unto the said Richard G. Howland, his executors, administrators, and assigns, the two undivided fifth parts hereby mentioned and intended to be transferred of and in the rights and privileges aforesaid.

In testimony whereof, the said Joseph Turner, junior, John Walsh, and Samuel House have hereunto subscribed their names and affixed their seals on this first day of April, in the year of our Lord one thousand eight hundred and thirty-six.

JOS. TURNER, Jr., [SEAL.]
JOHN WALSH, [SEAL.]
SAMUEL HOUSE. [SEAL.]

Signed, sealed, and delivered, in the presence of—

State of Maryland, City of Baltimore, sct:

Be it remembered, and it is hereby certified, that on this first day of April, in the year of our Lord one thousand eight hundred and thirty-six, before the subscriber, James B. Latimer, notary public by letters patent under the great seal of the State of Maryland, commissioned and duly qualified, residing in the city of Baltimore aforesaid, personally appear Joseph Turner, junior, John Walsh, and Samuel House, the persons named in, and who executed, the foregoing instrument of writing, and do severally acknowledge the same to be their respective act and deed.

In testimony whereof, I have hereto subscribed my name and affixed my notarial seal, on the day and year above written.

[SEAL.] JAS. B. LATIMER,
Notary Public.

Patent office. Received and recorded in Liber A, of Transfers of Patent Rights, pages 312 to 317. June 3d, 1837.

H. L. ELLSWORTH,
Commissioner of Patents.

That, subsequently, on the 1st August, 1836, Howland conveyed one-half of the two-fifths held by him to Edwin P. Starr.

Conveyance of Howland to Starr.

To all to whom these presents shall come, Richard G. Howland, of the city and county of Baltimore, in the State of Maryland, sends greeting:

Whereas William Woodworth obtained letters patent for his invention of a machine for planing, tongueing, and grooving plank, &c., &c., bearing date the twenty-seventh day of December, A. D. 1828, as by reference to the record thereof in the Patent Office at Washing-

ton city will appear. And whereas said Woodworth, by assignment in due form of law, assigned one-half of his right, privilege, and liberty, under said patent, and in the said invention, to James Strong. And whereas Uri Emmons obtained a patent for his invention of a machine for the same purpose, bearing date the 25th day of April, 1829, as by reference to the record thereof in the Patent Office at Washington city will appear; and the said Emmons, by assignment in due form of law, assigned the whole of his said right, liberty, and privilege, under his said patent, and in his said invention, to Daniel Halsted, Daniel H. Toogood and William Tyack, the said several assignments, viz., that of said Woodworth to the said Strong, and the one of said Emmons to said Halsted, Twogood, and Tyack, being duly recorded in the office of Secretary of State at Washington, as by reference to the record thereof will appear. And whereas afterwards, the said Woodworth and Strong, by assignment in due form of law, transferred and assigned to said Halsted, Twogood, and Tyack, their, the said Woodworth and Strong's, whole right and liberty and privilege, under said Woodworth's said patent, within the city and county of Albany, in the State of New York, and also within the State of Maryland, exclusive of, and excepting the part west of the Blue Ridge; and the said Twogood being, by reason of the premises, joint owner with the said Halsted and said Tyack, and so entitled to one-third part of the said privilege of said Woodworth, and to one-third of the said privilege of said Emmons, within the city and county of Albany, and within the State of Maryland, except the part west of the Blue Ridge, did, by assignment in due form of law, transfer and assign his said interest to the said Daniel Halsted; and the said Daniel Halsted, by his assignment in due form of law, being, by reason of the premises, entitled to two-thirds of each of said privileges within the territorial limits aforesaid of Albany and Maryland, by his two several deeds of assignment, bearing date the 15th day of October, 1830, executed in due form of law, transferred and assigned to William Henry Culver, of Troy, in the State of New York, all the said several privileges to which the said Halsted was entitled under the said several assignments or otherwise; to all of which reference is here made for greater certainty as parts of this instrument. And whereas the said Tyack being entitled to one-third part of each of the said privileges within said Albany and Maryland as aforesaid, by reason of the said several assignments, some or all of them, did, by his assignment in due form of law, assign to the said William H. Culver all his, the said Tyack's, said one-third part of each of said privileges, whereby the said William H. Culver, heretofore acquired, and by reason of the premises became entitled to, the whole and exclusive right and liberty and privilege under each of said patents, within the said city and county of Albany, and the State of Maryland, except the west part beyond the Blue Ridge as aforesaid. And whereas the said William H. Culver, by assignment dated the fourth day of May, one thousand eight hundred and thirty-one, and duly recorded, transferred to a certain Samuel F. Bradford and his assigns, all the aforesaid several

rights, privileges and liberties in him, said Culver, vested as aforesaid, being the whole and exclusive right, liberty, and privilege of making, using, and vending, and of vending to others to be used, within the State of Maryland aforesaid, except the part thereof west of the Blue Ridge, the aforesaid improvements and invention of the said Woodworth and of the said Emmons respectively; to have and enjoy the same to him, the said Samuel F. Bradford, his legal representatives and assigns, for and during the term of said patents respectively, as fully, and to the same extent, as the said patentees could or might enjoy the same. And whereas the said Samuel F. Bradford did, by his assignment dated the sixth day of September, one thousand eight hundred and thirty-one, which has been duly recorded, assign and transfer unto the above named Richard G. Howland all the aforesaid several rights, privileges, and liberties in the aforesaid patents vested in him, the said Samuel F. Bradford as aforesaid, by the aforesaid assignment to him from William H. Culver, as by reference to said assignment of the sixth of September, one thousand eight hundred and thirty-one, may more fully appear. And whereas, by virtue of two several assignments from the said Richard G. Howland to Zachariah Woollen, of the aforesaid city of Baltimore, the one of them bearing date the seventh day of September, one thousand eight hundred and thirty-one, and the other dated the third day of October, in the year last aforesaid, both of them entered on record at the Patent Office, Department of State of the United States, in the 4th vol. of Transfers of Patent Rights, the former in pages 55, 56, 57, and 58, and the latter in pages 142, 143, 144, and 145, the above named Zachariah Woollen became entitled to one-half of the aforesaid several rights, privileges, and liberties in the aforesaid patents, which were vested in the said Richard G. Howland by the aforesaid assignment from the above named Samuel F. Bradford to him.

And whereas the said Howland and Woollen, by assignment, bearing date the first day of April instant, and recorded or intended to be recorded, transferred the whole of such rights to Joseph Turner, junior, John Walsh and Samuel House, of the city of Baltimore aforesaid, by whom two undivided fifth parts of the same rights were, by assignment dated the said first day of April instant, and recorded or intended to be recorded, transferred to the said Richard G. Howland; by reason of which recited premises, the said Turner, Walsh, and House are entitled to three-fifths, and the said Howland to the other two-fifths, of all the rights and privileges which the said Howland acquired under the aforesaid assignment from the said Samuel F. Bradford to him.

Now know ye, that the said Richard G. Howland, for and in consideration of the sum of one thousand two hundred dollars, lawful money of the United States, to him paid by Edwin P. Starr, recently of Baltimore aforesaid, but at present of the city of Charleston, in the State of South Carolina, at or before the sealing and delivery hereof, the receipt whereof is hereby acknowledged, hath bargained, sold, assigned, transferred, and made over, and by these presents doth bargain, sell, as-

sign, transfer, and make over, unto the said Edwin P. Starr, one undivided fifth part, of and in all the aforesaid several rights, privileges, and liberties in the said Turner, Walsh, and House, and Howland vested as aforesaid, that is to say, a moiety of the two-fifths vested in the said Howland, by the said assignment from the said Turner, Walsh, and House to him, of the exclusive right, liberty, and privilege of making, using, and vending, and of vending to others to be used, within the State of Maryland, except the part west of the Blue Ridge, the aforesaid improvements and inventions of the said Woodworth and of the said Emmons respectively. To have and to hold the same unto the said Edwin P. Starr, and his legal representatives and assigns, so that such undivided right, liberty, and privilege, as to one-fifth aforesaid, be used, exercised, and enjoyed by him and his representatives, for and during the term of said patents respectively, as fully and to the same extent as the said patentees could or might have enjoyed the same.

And the said Richard G. Howland doth hereby covenant with the said Edwin P. Starr and his representatives and assigns, to make and execute all such further assignments and powers as counsel, learned in the law, shall advise to be necessary and proper, whenever by them required, for the better and more perfectly assigning and transferring unto the said Edwin P. Starr, his executors, administrators and assigns, the one undivided fifth part hereby mentioned and intended to be transferred, of and in the rights and privileges aforesaid.

In testimony whereof, the said Richard G. Howland hath hereunto subscribed his name and affixed his seal, on the twelfth day of April, in the year of our Lord one thousand eight hundred and thirty-six.

R. G. HOWLAND. [SEAL.]

Signed, sealed, and delivered in the presence of—
WM. W. LATIMER,
JAS. B. LATIMER.

State of Maryland, city of Baltimore, sct:

Be it remembered, and it is hereby certified, that on this twelfth day of April, in the year of our Lord one thousand eight hundred and thirty-six, before the subscriber, James B. Latimer, notary public, by letters patent under the great seal of the State of Maryland, commissioned and duly qualified, residing in the city of Baltimore aforesaid, personally appears Richard G. Howland, the person described in, and who executed the foregoing instrument of writing, and doth acknowledge the same to be his act and deed.

In testimony whereof, I have hereto subscribed my name and affixed my notarial seal, on the day and year above written.

[SEAL.] JAS. B. LATIMER,
Notary Public.

PATENT OFFICE, *July 22d*, 1836.

Received July 6th, 1836, and recorded in the book of Transfers of Patent Rights, vol. 7, pages 113, 114, 115, 116, 117, 118, 119. July 22d, 1836. J. W. HAND, *Ch. Clerk.*

PATENT OFFICE.

Received 18th Oct'r, 1838, and recorded anew in this office.

HENRY L. ELLSWORTH,
Commissioner of Patents.

That subsequently Starr and Howland, on the 7th April, 1838, assigned their interest to the said Turner, Walsh and House.

Conveyance from Starr and Howland to Turner, Walsh and House, 7th April, 1838.

To all to whom these presents shall come—Edwin P. Starr, of the city of Charleston, in the State of South Carolina, and Richard G. Howland, of the city and county of Baltimore, in the State of Maryland, send greeting:

Whereas William Woodworth obtained letters patent for his invention of a machine for planing, tongueing, and grooving plank, &c., &c., bearing date the twenty-seventh day of December, A. D. 1828, as by reference to the record thereof in the Patent Office, at Washington city, will appear. And whereas said Woodworth, by assignment in due form of law, assigned one half of his right, liberty, and privilege under said patent, and in the said invention, to James Strong. And whereas Uri Emmons obtained a patent for his invention of a machine for the same purpose, bearing date the 25th day of April, 1829, as by reference to the record thereof, in the Patent Office at Washington city, will appear. And the said Emmons, by assignment in due form of law, assigned the whole of his said right, liberty, and privilege under the said patent, and in his said invention, to Daniel Halsted, Daniel H. Twogood and William Tyack—the said several assignments, viz: that of said Woodworth to the said Strong, and the one of said Emmons to said Halsted, Twogood and Tyack, being duly recorded in the office of Secretary of State, at Washington, as by reference to the record thereof will appear. And whereas, afterwards, the said Woodworth and Strong, by assignment in due form of law, transferred and assigned to said Halsted, Twogood and Tyack, their, the said Woodworth and Strong's, whole right, and liberty, and privilege under said Woodworth's said patent, within the city and county of Albany, in the State of New York, and also within the State of Maryland, exclusive of and excepting the part west of the Blue Ridge; and the said Twogood being, by reason of the premises, joint owner with the said Halsted and said Tyack, and also entitled to one-third part of the said privilege of said Woodworth, and to one-third of the said privilege of said Emmons, within the said city and county of Albany, and within the State of Maryland, except the part west of the Blue Ridge, did, by assignment made in due form of law, transfer and assign his said interest to the said Daniel Halsted; and the said Daniel Halsted, by his assignment in due form of law, being by reason of the premises entitled to two-thirds of each of said privileges, within the territorial limits aforesaid of Albany and Maryland, by his two several deeds of assignment, bearing date the 15th day of October, 1830,

executed in due form of law, transferred and assigned to William Henry Culver, of Troy, in the State of New York, all the said several privileges to which he, the said Halsted, was entitled under the said several assignments, or otherwise; to all of which reference is here made for greater certainty, as parts of this instrument. And whereas the said Tyack being entitled to one-third part of each of the said privileges, within said Albany and Maryland as aforesaid, by reason of the said several assignments, some or all of them, did, by his assignment in due form of law, assign to the same William Henry Culver all his, the said Tyack's, said one-third part of each of said privileges; whereby the said William H. Culver theretofore acquired, and, by reason of the premises, became entitled to the whole and exclusive right, and liberty, and privilege under each of said patents, within the said city and county of Albany and the State of Maryland, except the west part beyond the Blue Ridge as aforesaid. And whereas the said William H. Culver, by assignment, dated the fourth day of May, one thousand eight hundred and thirty-one, and duly recorded, transferred to a certain Samuel F. Bradford and his assigns, all the aforesaid several rights, privileges, and liberties in him, said Culver, vested as aforesaid, being the whole and exclusive right, liberty, and privilege of making, using and vending, and of vending to others to be used, within the said State of Maryland, except the part thereof west of the Blue Ridge, the aforesaid improvements and inventions of the said Woodworth and of the said Emmons respectively. To have and to enjoy the same to him, the said Samuel F. Bradford, his legal representatives and assigns, for and during the term of said patents respectively, as fully and to the same extent as the said patentees could or might enjoy the same.

And whereas the said Samuel F. Bradford did, by assignment, dated the sixth day of September, one thousand eight hundred and thirty-one, which has been duly recorded, assign and transfer unto the above named Richard G. Howland, all the aforesaid several rights, privileges, and liberties in the aforesaid patents vested in him, the said Samuel F. Bradford, as aforesaid, by the aforesaid assignment to him from William H. Culver, as by reference to said assignment of the sixth of September, one thousand eight hundred and thirty-one, may more fully appear.

And whereas by virtue of two several assignments from said Richard G. Howland to Zachariah Woollen, the one of them bearing date the seventh day of September, one thousand eight hundred and thirty-one, and the other dated the third day of October, in the year last aforesaid, both of them duly entered on record in the Patent Office, Department of State of the United States, in the 4th vol. of Transfers of Patent Rights, the former in pages 55, 56, 57 and 58, and the latter in pages 142, 143, 144 and 145, the above named Zachariah Woollen became entitled to one-half of the aforesaid several rights, privileges, and liberties in the aforesaid patents, which were vested in the said Richard G. Howland by the aforesaid assignment from the above named Samuel F. Bradford to him.

And whereas the said Howland and Woollen, being by reason of the

above recited premises entitled, in equal shares or portions, to the whole of such rights, did, by assignment bearing date the first day of April, one thousand eight hundred and thirty-six, and recorded in the Patent Office in liber A, of Transfers of Patent Rights, page 308, &c., transfer the same to Joseph Turner, junior, John Walsh and Samuel House, all of the city of Baltimore aforesaid; who, by assignment, dated the aforesaid first day of April, one thousand eight hundred and thirty-six, transferred two undivided fifth parts of and in all the aforesaid several rights, privileges, and liberties in the said Turner, Walsh, and House vested as aforesaid; that is to say, two-fifths of the exclusive right, liberty, and privilege of making, using, and vending to others to be used, within the State of Maryland, except the part west of the Blue Ridge, the aforesaid improvements and inventions of the said Woodworth and of the said Emmons respectively, to the above named Richard G. Howland; who, by assignment dated the twelfth day of April, one thousand eight hundred and thirty-six, transferred one undivided fifth part of and in said rights and privileges, to the above named Edwin P. Starr, as by reference to the two last mentioned assignments, recorded in the Patent Office aforesaid, the one of them in liber A, of Transfers of Patent Rights, page 312, &c., and the other in the book of Transfers of Patent Rights, vol. 7, page 113, &c., may appear.

Now know ye, that the said Edwin P. Starr and Richard G. Howland, for and in consideration of the sum of ten dollars, lawful money, to them paid by the said Joseph Turner, junior, John Walsh, and Samuel House, at or before the sealing and delivery hereof, the receipt whereof is hereby acknowledged, have bargained, sold, assigned, transferred, and made over, and by these presents do bargain, sell, assign, transfer, and make over, unto the said Joseph Turner, junior, John Walsh, and Samuel House, two undivided fifth parts of and in all the aforesaid several rights, privileges, and liberties, in the said Starr and Howland vested as aforesaid; that is to say, two-fifths of the exclusive right, liberty, and privilege, of making, using, and vending to others to be used, within the State of Maryland, except the part west of the Blue Ridge, the aforesaid improvements and inventions of the said Woodworth and of the said Emmons respectively. To have and to hold the same unto the said Joseph Turner, junior, John Walsh, and Samuel House, and their legal representatives and assigns, so that such undivided right, liberty, and privilege, may be used exercised, and enjoyed by them for and during the term of said patents respectively, as fully and for the same extent as the said patentees could or might enjoy the same. And the said Edwin P. Starr and Richard G. Howland, for themselves, their heirs, executors, and administrators, do hereby covenant with the said Joseph Turner, junior, John Walsh, and Samuel House, and their legal representatives and assigns, to make, execute, and deliver, all such further assignments and powers as counsel, learned in the law, shall advise to be necessary and proper, whenever by them requested, for the better and more perfectly assigning, and transferring unto the said Joseph Turner, junior, John Walsh, and Samuel House,

their executors, administrators, and assigns, the two undivided fifth parts hereby mentioned and intended to be transferred, of and in the rights and privileges aforesaid.

In witness whereof the said Edwin P. Starr and Richard G. Howland, have hereunto subscribed their names and affixed their seals, on this seventh day of April, in the year of our Lord one thousand eight hundred and thirty-eight.

EDWIN P. STARR, [SEAL.]
R. G. HOWLAND. [SEAL.]

Signed, sealed, and delivered, in the presence of—
THO. B. POTTENGER,
WM. P. STEWART.

State of Maryland, city of Baltimore, sct:

Be it remembered, and it is hereby certified, that on this seventh day of April, in the year of our Lord one thousand eight hundred and thirty-eight, before the subscribers, two justices of the peace of the State of Maryland, in and for the city of Baltimore aforesaid, personally appear Edwin P. Starr and Richard G. Howland, the persons described in and who executed the foregoing instrument of writing, and do severally acknowledge the same to be their respective act and deed.

In witness whereof we hereunto subscribe our names on the day and year aforesaid.

THOS. B. POTTENGER,
WM. P. STEWART.

State of Maryland, Baltimore county, sct:

I hereby certify that Thomas B. Pottenger and William P. Stewart, gentlemen, before whom the above acknowledgment was made, and who have thereto signed their names, were, at the time of so doing, two justices of the peace of the State of Maryland, in and for the city of Baltimore, duly commissioned and sworn.

In testimony whereof I hereto set my hand, and affix the seal of [SEAL.] Baltimore county court, this 7th day of May, 1838.

THOS. KELL,
Cl'k of Balto. Co. Ct.

Patent Office. Received and recorded in liber C, of Transfers of Patent Rights, pages 27 to 32. October 18th, 1838.

H. L. ELLSWORTH,
Commissioner of Patents.

That subsequently, by two assignments, dated on the 31st December, 1839, and 10th December, 1842, respectively, Walsh and House conveyed their interest to the two defendants, Joseph Turner, junior, and John C. Turner.

Conveyance from Walsh and House to Jo. Turner, jr., Jno. C. Turner, 31 *Dec.*, 1839.

To all to whom these presents shall come—John Walsh and Samuel House, both of the city of Baltimore, in the State of Maryland, send, greeting:

Whereas, by virtue of an assignment from Richard G. Howland and Zachariah Woollen, to Joseph Turner, junior, of the city of Baltimore aforesaid, and the said Walsh and House, dated the first day of April, one thousand eight hundred and thirty-six, and recorded in liber A, of Transfers of Patent Rights, pages 308 to 312, they, the said Turner, Walsh, and House, became, and are now, entitled equally, that is to say, one-third each, to the right, privilege, and liberty, of constructing, using, and vending to others to be used, within the State of Maryland, except that part thereof west of the Blue Ridge, the inventions of Woodworth and Emmons, respectively, of a machine for planing, tongueing, and grooving plank, &c., &c., and being so entitled, the said John Walsh and Samuel House, for the considerations hereinafter expressed, have sold to Joseph Turner, junior, above named, and John C. Turner, of the aforesaid city of Baltimore, and contracted and agreed to assign and transfer to them, their executors, administrators, and assigns, in the proportions hereinafter expressed, one undivided fourth part of each one of the interests aforesaid, of the said Walsh and House respectively, of and in said rights, to the end and intent that the parties to these presents be henceforth interested therein, and entitled thereto, in the proportions following, that is to say, the said Joseph Turner, junior, three-eighths, John Walsh, two eighths, Samuel House, two-eighths, and John C. Turner, one-eighth. Now know ye, that the said John Walsh and Samuel House, for and in consideration of the sum of five dollars, lawful money, to them paid by the said Joseph Turner, junior, and John C. Turner, at or before the sealing and delivery hereof, the receipt whereof is hereby acknowledged, and also for divers good causes and valuable considerations them thereunto moving, the said John Walsh and Samuel House have bargained, sold, assigned, and transferred, and do hereby bargain, sell, assign, and transfer, unto the said Joseph Turner, junior, and John C. Turner, and their assigns, one undivided sixth part of the whole, being one-fourth of the interest of the said Walsh and House respectively, of and in the rights to said inventions and machine, and the privilege of constructing, using, and vending to others to be used, the said machine within the State of Maryland aforesaid, except that part west of the Blue Ridge. To have, use, and exercise, and enjoy, one-fourth part of said sixth, equal to one twenty-fourth part of the whole of said right and privilege, to the extent aforesaid, unto the said Joseph Turner, junior, and his assigns, for the unexpired term or terms of *of* the patent rights aforesaid. And to have, use, exercise, and enjoy, three-fourths of said sixth, equal to three twenty-fourth parts of the whole of said right and privilege to the extent aforesaid, unto the said John C. Turner and his assigns, for the unex-

their executors, administrators, and assigns, the two undivided fifth parts hereby mentioned and intended to be transferred, of and in the rights and privileges aforesaid.

In witness whereof the said Edwin P. Starr and Richard G. Howland, have hereunto subscribed their names and affixed their seals, on this seventh day of April, in the year of our Lord one thousand eight hundred and thirty-eight.

EDWIN P. STARR, [SEAL.]
R. G. HOWLAND. [SEAL.]

Signed, sealed, and delivered, in the presence of—
THO. B. POTTENGER,
WM. P. STEWART.

State of Maryland, city of Baltimore, sct:

Be it remembered, and it is hereby certified, that on this seventh day of April, in the year of our Lord one thousand eight hundred and thirty-eight, before the subscribers, two justices of the peace of the State of Maryland, in and for the city of Baltimore aforesaid, personally appear Edwin P. Starr and Richard G. Howland, the persons described in and who executed the foregoing instrument of writing, and do severally acknowledge the same to be their respective act and deed.

In witness whereof we hereunto subscribe our names on the day and year aforesaid.

THOS. B. POTTENGER,
WM. P. STEWART.

State of Maryland, Baltimore county, sct:

I hereby certify that Thomas B. Pottenger and William P. Stewart, gentlemen, before whom the above acknowledgment was made, and who have thereto signed their names, were, at the time of so doing, two justices of the peace of the State of Maryland, in and for the city of Baltimore, duly commissioned and sworn.

In testimony whereof I hereto set my hand, and affix the seal of [SEAL.] Baltimore county court, this 7th day of May, 1838.

THOS. KELL,
Cl'k of Balto. Co. Ct.

Patent Office. Received and recorded in liber C, of Transfers of Patent Rights, pages 27 to 32. October 18th, 1838.

H. L. ELLSWORTH,
Commissioner of Patents.

That subsequently, by two assignments, dated on the 31st December, 1839, and 10th December, 1842, respectively, Walsh and House conveyed their interest to the two defendants, Joseph Turner, junior, and John C. Turner.

Conveyance from Walsh and House to Jo. Turner, jr., Jno. C. Turner, 31 *Dec.*, 1839.

To all to whom these presents shall come—John Walsh and Samuel House, both of the city of Baltimore, in the State of Maryland, send, greeting:

Whereas, by virtue of an assignment from Richard G. Howland and Zachariah Woollen, to Joseph Turner, junior, of the city of Baltimore aforesaid, and the said Walsh and House, dated the first day of April, one thousand eight hundred and thirty-six, and recorded in liber A, of Transfers of Patent Rights, pages 308 to 312, they, the said Turner, Walsh, and House, became, and are now, entitled equally, that is to say, one-third each, to the right, privilege, and liberty, of constructing, using, and vending to others to be used, within the State of Maryland, except that part thereof west of the Blue Ridge, the inventions of Woodworth and Emmons, respectively, of a machine for planing, tongueing, and grooving plank, &c., &c., and being so entitled, the said John Walsh and Samuel House, for the considerations hereinafter expressed, have sold to Joseph Turner, junior, above named, and John C. Turner, of the aforesaid city of Baltimore, and contracted and agreed to assign and transfer to them, their executors, administrators, and assigns, in the proportions hereinafter expressed, one undivided fourth part of each one of the interests aforesaid, of the said Walsh and House respectively, of and in said rights, to the end and intent that the parties to these presents be henceforth interested therein, and entitled thereto, in the proportions following, that is to say, the said Joseph Turner, junior, three-eighths, John Walsh, two eighths, Samuel House, two-eighths, and John C. Turner, one-eighth. Now know ye, that the said John Walsh and Samuel House, for and in consideration of the sum of five dollars, lawful money, to them paid by the said Joseph Turner, junior, and John C. Turner, at or before the sealing and delivery hereof, the receipt whereof is hereby acknowledged, and also for divers good causes and valuable considerations them thereunto moving, the said John Walsh and Samuel House have bargained, sold, assigned, and transferred, and do hereby bargain, sell, assign, and transfer, unto the said Joseph Turner, junior, and John C. Turner, and their assigns, one undivided sixth part of the whole, being one-fourth of the interest of the said Walsh and House respectively, of and in the rights to said inventions and machine, and the privilege of constructing, using, and vending to others to be used, the said machine within the State of Maryland aforesaid, except that part west of the Blue Ridge. To have, use, and exercise, and enjoy, one-fourth part of said sixth, equal to one twenty-fourth part of the whole of said right and privilege, to the extent aforesaid, unto the said Joseph Turner, junior, and his assigns, for the unexpired term or terms of *of* the patent rights aforesaid. And to have, use, exercise, and enjoy, three-fourths of said sixth, equal to three twenty-fourth parts of the whole of said right and privilege to the extent aforesaid, unto the said John C. Turner and his assigns, for the unex-

pired term or terms of the patent rights aforesaid. And the said John Walsh and Samuel House, for themselves, their heirs, executors, and administrators, do hereby covenant with the said Joseph Turner, junior, and John C. Turner, their executors, administrators, and assigns, that the said John Walsh and Samuel House, and their heirs, executors, and administrators, shall and will, at any time or times hereafter, at the request, and proper cost and charge in the law, of the said Joseph Turner, junior, and John C. Turner, their executors, administrators, or assigns, do make, execute, acknowledge, and deliver, or cause and procure to be done, made, executed, acknowledged, and delivered, such further act or acts, deed or deeds, as shall or may be reasonably advised or devised and required by the said Joseph Turner, junior, and John C. Turner, or either of them, their or either of their executors, administrators, or assigns, or their, either or any of their counsel learned in the law, for the confirmation of these presents, according to the purport, true intent, and meaning thereof.

In witness whereof the said John Walsh and Samuel House have hereunto subscribed their names, and affixed their seals, on this thirty-first day of December, in the year of our Lord one thousand eight hundred and thirty-nine.

JOHN WALSH, [SEAL.]
SAMUEL HOUSE. [SEAL.]

Signed, sealed, and delivered, in the presence of—
WILLIAM EICHELBERGER, of J.

State of Maryland, city of Baltimore, sct:

Be it remembered, and it is hereby certified, that on this thirty-first day of December, in the year of our Lord one thousand eight hundred and thirty-nine, before the subscriber, William Eichelberger, of J., notary public, by letters patent under the great seal of the State of Maryland, commissioned and duly qualified, residing in the city of Baltimore aforesaid, personally appear John Walsh and Samuel House, the persons described in, and who executed the foregoing instrument of writing, and do severally acknowledge the same to be their act and deed.

In testimony whereof I have hereto subscribed my name, and affixed my notarial seal, on the day and year above written.

[SEAL.] WILLIAM EICHELBERGER, of J.,
Notary Public.

Patent Office. Received and recorded, liber D, page 499 of Transfers of Patent Rights, January 13th, 1840.

In testimony whereof I have caused the seal of the Patent Office to be hereunto affixed.

[SEAL.] H. L. ELLSWORTH,
Commissioner of Patents.

Conveyance from Walsh and House to Jos. Turner, jr., and Jno. C. Turner, 10th December, 1842.

To all to whom these presents shall come—John Walsh and Samuel House, both of the city of Baltimore, in the State of Maryland, send greeting:

Whereas, at the time of the execution of these presents, John Walsh and Samuel House, above named, and Joseph Turner, junior, and John C. Turner, of the city of Baltimore aforesaid, are entitled in the following proportions, that is to say, the said John Walsh to one-fourth, the said Samuel House to one-fourth, the said Joseph Turner, junior, to three-eighths, and the said John Turner to one-eighth, to the right, privilege, and liberty, of constructing, using, and vending to others to be used, within the State of Maryland, except that part thereof west of the Blue Ridge, the inventions of Woodworth and Emmons respectively, of a machine for planing, tongueing, and grooving plank, &c., &c., and being so entitled, the said John Walsh and Samuel House, for the considerations hereinafter expressed, have sold and contracted, and agreed to assign and transfer, their entire several interests aforesaid, of and in said rights, to the said Joseph Turner, junior, and John C. Turner, their executors, administrators, and assigns, in the proportions hereinafter expressed, to the end and intent that the said Joseph Turner, junior, and John C. Turner, be henceforth interested therein in the following proportions, viz, the said Joseph Turner, junior, three-fourths, and the said John C. Turner one-fourth.

Now know ye, that the said John Walsh and Samuel House, for and in consideration of five dollars, lawful money to them paid by the said Joseph Turner, junior, and John C. Turner, at or before the sealing and delivery hereof, the receipt whereof is hereby acknowledged, and also for divers good causes and valuable considerations them thereunto moving, the said John Walsh and Samuel House have bargained, sold, assigned, and transferred, and do hereby bargain, sell, assign, and transfer, unto the said Joseph Turner, junior, and John C. Turner, and their assigns, two several undivided fourth parts, equal to one-half, being the entire interests of the said Walsh and House, respectively, of and in the right to the aforesaid inventions and machine, and the privilege of constructing, using, and vending to others to be used, the said machine within the State of Maryland aforesaid, except that part west of the Blue Ridge. To have, use, exercise, and enjoy, three-fourths of said half hereby mentioned to be assigned of said right and privilege, to the extent aforesaid, unto the said Joseph Turner, junior, and his assigns, for the unexpired term or terms of the patent rights aforesaid; and to have, use, exercise, and enjoy, the other one-fourth of said half hereby mentioned to be assigned, of said right and privilege to the extent aforesaid, unto the said John C. Turner and his assigns, for the unexpired term or terms of the patent rights aforesaid. And the said John Walsh and Samuel House, for themselves, their heirs, executors, and administrators, do hereby covenant with the said Joseph Turner, junior,

and John C. Turner, their executors, administrators, and assigns, that the said John Walsh and Samuel House, and their heirs, executors, and administrators, shall and will, at any time or times hereafter, at the request and proper cost and charge in the law of the said Joseph Turner, junior, and John C. Turner, their executors, administrators, or assigns, do make, execute, acknowledge, and deliver, or cause or procure to be done, made, executed, acknowledged, and delivered, such further act or acts, deed or deeds, as shall or may be reasonably advised or devised and required by the said Joseph Turner, junior, and John C. Turner, or either of them, their or either of their executors, administrators, or assigns, or their, either, or any of their counsel learned in the law, for the confirmation of these presents, according to the purport, true intent, and meaning thereof.

In witness whereof, the said John Walsh and Samuel House have hereunto subscribed their names, and affixed their seals, on this tenth day of December, in the year of our Lord one thousand eight hundred and forty-two.

JOHN WALSH, [SEAL.]
SAMUEL HOUSE. [SEAL.]

Signed, sealed, and delivered, in the presence of—
WILLIAM EICHELBERGER, of J.

State of Maryland, city of Baltimore, sct:

Be it remembered, and it is hereby certified, that on this tenth day of December, in the year of our Lord one thousand eight hundred and forty-two, before the subscriber, William Eichelberger, of J., notary public, by letters patent under the great seal of the State of Maryland, commissioned, and duly qualified, residing in the city of Baltimore aforesaid, personally appear John Walsh and Samuel House, the persons described in, and who executed the foregoing, instrument of writing, and do severally acknowledge the same to be their respective act and deed.

In testimony whereof, I have hereto subscribed my name, and affixed my notarial seal, on the day and year above written.
[SEAL.]
WILLIAM EICHELBERGER, of J.,
Notary public.

The previous assignments of the patent rights within mentioned—see Richard G. Howland and Zachariah Woollen, to Joseph Turner, junior, Walsh and House, dated 1 April, 1836, and recorded in Liber A, Transfers of Patent Rights, pages 308 to 312, and Walsh and House to Turners, dated 31st December, 1839, and recorded in Liber D, page 499.

Received and recorded, Liber K, pages 483—485, of Transfers of Patent Rights. December 4th, 1842.

In testimony whereof, I have caused the seal of the patent office to be hereunto affixed.
[SEAL.]
H. L. ELLSWORTH,
Commissioner of Patents.

It is further admitted, for the purposes of this suit, that at a trial

which took place at May term, 1844, in the circuit court of the United States for the district of Massachusetts, in the case of Washburn and others vs. Gould, the originality of the invention by Woodworth, the patentee, became a question, and was decided in favor of the patentee.

R. JOHNSON,
JOHN H. B. LATROBE,
For plaintiff.

WM. SCHLEY,
HUGH DAVEY EVANS,
For defendants.

And thereupon, upon the statement of facts aforesaid, the court here filed the following opinion and decree:

Opinion of the court.

—— WILSON
vs.
JOSEPH TURNER, Jr., JOHN C. TURNER.

This case comes before the court upon a bill filed by James G. Wilson, against Joseph Turner, jun., and John C. Turner, to restrain them from using a certain machine for planing planks and boards, and other materials, which the said Turners have erected, and are using in the city of Baltimore.

John C. Turner, one of the defendants, has answered; and the material facts of the case, as they appear upon the bill, answer, and exhibits, so far as they affect this controversy, are as follows:

On the 27th of December, 1828, William Woodworth, of the State of New York, obtained a patent for the machine in question, of which, as the case now stands, he appears to have been the inventor; and according to the laws of Congress then in force, this patent gave him, and his assignees and grantees, the exclusive right to use this invention for fourteen years from the date of his patent, and no longer; and consequently his monopoly would expire on the 27th of December, 1842.

On the 28th of November, 1829, Woodworth, the patentee, and James Strong, (who had by purchase from the patentee become entitled to one-half of the interest in the patent, in consideration of the assignment to him of a rival patent, assigned to Twogood, Halsted and Tyack, and their assigns, all their right and interest in the patent, to be sold and used in the following places, "namely: In the county of Al- "bany, in the State of New York; in the State of Maryland, (except "the western part thereof which lies west of the Blue Ridge;) in Ten- "nessee, Mississippi, Alabama, South Carolina, Georgia, the Floridas, "Louisiana, Missouri, and the Territories west of the Mississippi, and "not in any other State or place within the limits of the United States "or the Territories thereof; to have and to hold the rights and privileges "thereby granted to them, and their assigns, for and during the term "of fourteen years from the date of the patent," as more fully appears by reference to the deed of assignment filed in the cause.

The respondents claim the right to construct and use the machine in question, by a title derived from these assignees.

Woodworth, the patentee, died, some time before the 9th of February, 1839, on which day letters of administration on his estate were granted to William W. Woodworth, and, on the 16th of November, 1842, the administrator obtained from the board of commissioners established by the act of Congress of July 4th, 1836, the renewal and extension of the patent for the term of seven years, from and after the expiration of the first term of fourteen years; and on the 9th of August, 1843, Woodworth, the administrator, assigned to James G. Wilson, the complainant, all his right, title, and interest, in and to the said letters patent, renewed and extended as aforesaid, for the State of Maryland east of the Blue Ridge; and under this assignment he claims the exclusive right to the use of this machine in the part of this State above mentioned, from the date of the assignment until the expiration of the extended term of seven years; and he insists that Twogood, Halsted and Tyack, and those claiming under them, have no right in the patent by virtue of the assignment of November 28th, 1829, after the expiration of the original term of fourteen years; and that the continued use of it by the respondents is an infringement of his right. It is upon this ground that he asks for the injunction.

At the time this patent was originally granted to Woodworth, and at the time of the assignment to Twogood, Halsted and Tyack, and of the subsequent assignments, until one of the defendants became interested in the patent as assignee, there was no law authorizing, under any circumstances, the extension of a patent beyond fourteen years. At the expiration of that period of time, the exclusive rights of the patentee, and his assignees and grantees, terminated, and every person had the right to use the invention without any consent or license from the inventor; but by the act of July 4th, 1836, sec. 18, the patentee of an invention, or discovery, was authorized to obtain a renewal and extension of the patent for seven years, after the expiration of the term of fourteen years, upon proving, to the satisfaction of the board of commissioners established by that act, that he had failed to obtain from the use and sale of his invention a reasonable remuneration for the time, ingenuity, and expense bestowed upon it, and the introduction thereof into use. And that thereupon the said patent should have the same effect in law as though it had been originally granted for the term of twenty-one years; and the same act provides that the benefit of such renewal shall extend to the assignees and grantees of the right to use the thing patented, to the extent of their respective interest therein.

This power of extension applied to patents granted before the passage of this act of Congress, as well as to those which should be afterwards issued; and, consequently, embraced the patent in question.

The dispute now before us arises upon the construction of the provision above recited, in favor of assignees and grantees.

It is contended, on the part of the complainant, that this provision embraces only the rights which had been acquired in the original term of fourteen years; and that assignees and grantees of the original patent can claim no benefit from their contracts in the extended term of seven

years; that the latter enures altogether to the benefit of the patentee, and gives him the exclusive right to vend, assign, and use the invention during that period, and authorizes him to prevent the use of it by those who had purchased the privilege for themselves individually, or for particular districts of country for the original term.

Now, if this be the construction of the act of Congress, the provision in favor of assignees and grantees would seem to the court to be useless and nugatory. No one, we think, would suppose, that the grant of this new right annulled all contracts made under the old one; and that, giving to the patentee an additional term of seven years, would deprive purchasers of the rights which they had acquired in the original term, before the renewal was granted. If the patentee had assigned all his right in a particular district or State, for and during the whole fourteen years, or even for a shorter period, surely that contract would continue binding upon him, notwithstanding he afterwards procured an extension of his patent, and Congress could hardly have deemed it necessary to make a special provision for its protection. Certainly, according to this construction, the assignees or grantees would derive no advantage from the renewal. Yet the law clearly intended that they should share in the benefit conferred on the patentee, and have some advantage from the extension of the patent for seven years. For it provides in express terms that the *benefit* of the renewal shall extend to them ; thus using a word which shews that it was not the intention of the legislature to protect interests which previously existed in assignees and grantees, but to give them a share in the benefit conferred on the patentee by the renewal of the patent. Moreover, assignees who had purchased the title of the patentee in particular States and Territories, and individuals who had paid for the right to use the invention, during the original period of the monopoly, might have suffered serious injustice by the grant of a new and further term to the patentee, unless they also were embraced in it ; and they would therefore very naturally and properly be the objects of protection. For, in cases like the present, where the patent was issued, and the purchaser obtained his assignment before the passage of the act of 1836, both parties must have understood that the exclusive right of the patentee for its whole period was transferred ; and that at the expiration of the fourteen years the assignee would have the right to use the invention without interruption, and without paying the inventor any further compensation. The object of the clause in question in the act of Congress is to preserve the contract in the sense in which both parties understood and intended it at the time it was made, and to secure to the purchaser the right which he intended to buy, and supposed he had bought, and which the patentee must have intended to sell, and at the time of the contract must have supposed he had sold. Indeed, the power of extension given by the act of 1836 would have operated most unjustly upon those who had purchased the right to use a patented machine, if it had not been accompanied by a provision for their protection. For, relying on the assurances given by the law as it stood when the contract was made, that they had purchased for the

whole period of the monopoly, and that they might lawfully continue the use of the invention after the expiration of the fourteen years, many grantees, after having obtained the assignment or grant from the patentee had undoubtedly erected costly machinery, and encountered expenses which they would not have incurred, if they had supposed it would be in the power of the patentee to forbid the use of his invention, after the term limited by his original patent; and if with these expenses incurred, and arrangements made for the continued use of the improvement, Congress had passed the law of 1836, without this provision in favor of assignees and grantees, it would have enabled the patentee to deal with them most severely and oppressively, and to exact from them a far heavier sum, for the extended term of seven years, than they would have been willing, under other circumstances, to have given for the original term of fourteen.

The legislature obviously, we think, intended to guard the party, who had purchased from the patentee the right to use his invention until the expiration of his exclusive privilege, from the necessity of buying it again. And when they were giving to the patentee a new privilege, and one which he had no legal right to demand, they had undoubtedly a right to annex to it such conditions and limitations as in their judgment justice required.

The construction which we put upon this law is conformable also to the previous legislation of Congress upon a similar subject. For, in the act passed in January, 1808, entitled "An act for the relief of Oliver Evans," whereby, in consideration of the particular circumstances of his case, a new patent was granted to him after the expiration of the original one, there is an express provision, that no person who had before paid him for a license to use his improvements should be obliged to renew it, or be subject to damages for not renewing it; thus granting the new patent upon the same principles, with reference to purchasers, that has been adopted and followed in the act of 1836, in cases of the extension of the term.

It is true, as was urged in the argument, that the right of extension is obviously given by law chiefly with a view to the advantage of the inventor, and not of his assignee or grantee; and that the patent, if extended at all, must be extended on the application of the inventor, and not his assignee. And the reason of this distinction is evident. The assignee purchases because he supposes the improvement is worth the money he pays for it, and that he can make a profit by his bargain. And if it afterwards turns out that he was mistaken, and his speculation in the patent right proves to be a losing one, there would be no more justice in giving him a new privilege, whereby the public would be compelled to make good his losses, than there would be in the case of any other speculation which proved to be unfortunate. But the same reason, which would operate to prevent an extension to the assignee, would apply with equal force, between the patentee and assignee, where the right to extend was conferred on the former. For he assigns his right to the exclusive privilege in a particular district of country, or

grants it to a particular individual for his own use, for a price which he deems adequate, and is willing to take; and it would hardly be just, if the invention afterwards proved to be more valuable than he himself supposed it to be, to reinvest him on that account with the exclusive privilege for a new term, in such a manner as would enable him to compel those who had already bought to buy again; the more especially when the enhanced value is often produced by the industry and expenditures of the assignee or grantee in bringing it into public use and more general notice. There is one evident distinction however between the patentee and assignee, as far as the public is concerned. If the invention is a valuable one, the inventor confers a benefit upon the public; and yet, without any fault of his, he may fail to obtain a reasonable remuneration within the 14 years for the time, ingenuity, and expense, which he has bestowed upon it—his title may be controverted, and a large portion of the time spent in expensive litigation; he may be unable to erect the improvements necessary to show its value, and bring it into notice; he may have been unable to make sale of his privilege to others upon terms which he was willing to take; and as between him and the public therefore, which is to be ultimately benefitted by the improvement, there is justice in the extension. It is to cases of this description that the act of Congress applies. It proposes to do justice between the inventor and the public, while it protects assignees and grantees in the rights which they had previously acquired by contract with the patentee. Besides, the words of the law appear to us to admit of no other interpretation than the one we have given. It declares that the *benefit of the renewal* shall extend to assignees and grantees of the thing patented to the extent of their respective interest therein. Now what benefit have they in the renewal, if they are excluded from the use of the thing patented during the whole of the renewed term? According to that construction of the law, so far from receiving a benefit, they would be subjected to loss. They would not even enjoy the right which they supposed they had bought; but would be compelled, at the expiration of the fourteen years, to stop the works they had constructed, at whatever loss it might occasion, unless the patentee gave them leave to proceed; yet the law in plain terms declares that they are to derive an advantage from the extension, and that the benefit of the renewal shall extend to them according to their respective interests. In other words, it means to provide that assignees and grantees shall share with the patentee the benefit of the renewal according to the interests which they respectively acquired in the thing patented within particular districts of country, or for their own individual use.

The construction we have given to this law is not only called for by its language, but conforms to the principles established by Congress in a similar case in the act of 1839. The 7th section of that act enables the inventor to obtain a patent, although he may have previously sold the right to use or vend it to different persons, provided the sale was not more than two years before his application for a patent; and provided,

further, that such invention had not been abandoned to the public. But the same section also provides, that the party who purchased, prior to the application for a patent, may, notwithstanding the patent, continue to use the invention, and vend it to others to be used, without incurring any liability to the inventor, or any other person interested in the invention. This privilege of the purchaser is without limitation as to time, and evidently would extend to a renewed or extended patent, as well as to the original term of fourteen years. It was decided by the Supreme Court, in the case of McClurg and others vs. Kingsland and others, 1 How., 202, that this right is not confined to the particular machine actually constructed or manufactured before the application for the patent, but that the purchaser may continue to construct, manufacture, and vend the machine or composition of matter after the patent has been obtained. Now there can be no reason for denying to a purchaser, who makes his purchase after the patent, the privileges which the law obviously intended to secure to the party who made his purchase or obtained the license of the inventor before. If the rule is just in one case, it is just in the other. And if it be said that, in the last mentioned case, the purchaser might not know that the inventor would ever apply for a patent, and had no reason to suppose that any obstacle would afterwards be interposed to the free and undisturbed use of the right he had purchased, the same must be said of the case now before the court; for the purchaser could not know that the inventor would ever apply for a renewed term, and when he purchased the right for the whole time of the existing monopoly, he had no reason to suppose that any new obstacle would afterwards be interposed to prevent the free, undisturbed, and continued use of that right.

It would make the legislation of Congress, in these two laws, inconsistent and contradictory in its principles, and, as we think, inconsistent with justice in cases like the one before us, if we gave to the act of 1836 the construction contended for by the complainant.

But if the law admitted of a different construction, yet the covenant of the inventor and his partner, contained in the deed of assignment, hereinbefore mentioned, of Nov. 28th, 1829, would, in the judgment of the court, be an insuperable bar to the relief asked for by the bill; for it is expressly agreed between the parties to that instrument, that any improvement in either of the patents mutually assigned in the making, or any alteration or renewal of the same, shall accrue to the benefit of the respective parties in interest, and may be applied and used within their respective districts as therein designated. It is very true, that at the time this contract was made, the law authorizing the renewal in question had not passed, and the parties probably did not contemplate the passage of such a law. But whether the word renewal did or did not look to the extension of time given by the act of 1836, it is evident, upon the words of the covenant, that whatever additional value either inventor might afterwards be able to obtain for his invention, it should inure to the benefit of the assignee within the district assigned. The parties were not only bound forever afterwards to offer no obstruction to

one another in their particular districts, but to give to each other the full benefit of their respective exertions to increase the value of these inventions, and if they then looked only to a renewal to be procured by surrendering the existing patent, if it should be found to be defective, and taking out a new one, according to the act of July 3d, 1832; yet it is very clear that both parties intended that every benefit of every kind, that might be obtained for the respective inventions, should belong to the assignees in their respective districts; they were in that respect to have a common interest in their inventions, and they have used the broadest words to accomplish that object—words which unquestionably embrace every mode by which the value of the patents could be increased. Each assignee, in his respective district, was to have precisely the same rights and benefits as the patentee himself had, or might afterwards obtain, so far as concerns these inventions. And if by a subsequent act of Congress, advantages were given to the patentee which he did not at that time possess, and which were not therefore in the contemplation of the parties; yet, according to the spirit and meaning of the covenant, the assignee had a right to stand in the place of the patentee in his district, in respect to the new privilege as well as to the old; and it would be against equity and conscience to allow him to use a privilege, afterwards unexpectedly gained, in order to defeat his own contract, in a manner obviously inconsistent with the intention of the parties. A case of this description is not one in which a court of equity is bound to lend its aid, even if the party had a right at law upon the technical construction of the covenant. But we think that the word renewal is broad enough to embrace, not only renewals then authorized by law, but renewals that might afterwards be provided for; and that this construction of the word conforms in every respect to the scope and spirit of the agreement, and carries into effect the evident intention and design of the parties at the time they made it, and is the only construction which will do equal justice to both parties.

Upon the whole, therefore, the court are of opinion, that the complainant is not entitled to the relief, and that his bill must be dismissed; and do thereupon decree and order as follows:

Decree.—April term, 1845.

This cause came on to be further heard at this term, and was submitted by counsel upon a statement of facts agreed upon and signed by them, and upon the argument heretofore made for injunction; and thereupon, and upon consideration thereof, it is adjudged, ordered and decreed, this 28th day of April, 1845, that the bill of complaint of the complainant be, and the same is hereby, dismissed, and that the complainant pay to the defendants their costs of this suit to be taxed by the clerk.

Affirmed with costs.

R. B. TANEY,
U. S. HEATH.

Appeal.

From which said decree, so as aforesaid rendered, the said James G. Wilson, by his solicitors aforesaid, prayed an appeal to the Supreme Court of the United States, to be held at the city of Washington on the first Monday in December next, and to him it is granted.

Thereupon, it is ordered by the court here, that the record and proceeding aforesaid, with all things relating to the same, be transmitted to the said Supreme Court of the United States, and the same are transmitted accordingly.

The United States of America, to Joseph Turner, jr., and John C. Turner, greeting:

You are hereby cited and admonished to appear at a Supreme Court of the United States, to be held at the city of Washington on the first Monday in December next, pursuant to a prayer for an appeal filed in the clerk's office of the circuit court of the United States for the fourth circuit in and for the Maryland district, wherein James G. Wilson is complainant, and you are defendants, to shew cause, if any there be, why the decree passed against the said James G. Wilson should not be reversed, and why speedy justice should not be done to the parties in this behalf. Witness my hand and seal this nineteenth day of November, in the year of our Lord one thousand eight hundred and forty-five.

R. B. TANEY. [SEAL.]

I acknowledge notice of the above citation.

DAN. O. STEWART.

Know all men by these presents, that we, James G. Wilson, George Wadsworth, and John H. B. Latrobe, are held and firmly bound unto Joseph Turner, junior, and John C. Turner, in the just and full sum of five hundred dollars, current money, to be paid to the said Joseph Turner, jun'r, and John C. Turner, their heirs, executors, administrators, or assigns; to which payment, well and truly to be made and done, we hereby bind ourselves, our heirs, executors, and administrators, jointly and severally, firmly by these presents. Sealed with our seals, and dated this first day of July, in the year of our Lord one thousand eight hundred and forty-five. Where ,heretofore, a certain James G. Wilson, a citizen of the State of New York, filed his bill of complaint on the equity side of the circuit court of the United States for the fourth circuit in and for the Maryland district, against the said Joseph Turner, junior, and John C. Turner, praying the writ of injunction to restrain them from using a machine for planing, tongueing and grooving floor plank, &c. &c., for which the said James G. Wilson had obtained letters patent from the United States.

And whereas at the April term, 1845, of the said circuit court, by the decree thereof, the said bill of complaint was dismissed, with costs. From which said decree, the said James G. Wilson hath prayed an appeal to the Supreme Court of the United States, to be held at Washington on the first Monday in December next.

Now the condition of the above obligation is such, that if the said James G. Wilson shall well and truly prosecute with effect his said appeal, and pay to the said Joseph Turner, jun'r, and John C. Turner, their heirs, executors, administrators, or assigns, all such damages, costs and charges as shall be awarded to them by the said Supreme Court in case he shall fail, then the above obligation to be and remain in full force and virtue.

JAMES G. WILSON, [SEAL.]
GEO. WADSWORTH, [SEAL.]
JNO. H. B. LATROBE. [SEAL.]

Signed, sealed, and delivered in presence of—
THO. SPICER,
As to J. H. B. Latrobe.

In testimony that the aforegoing is a true copy, taken from the record and proceedings of the circuit court aforesaid, I here-
[SEAL.] unto subscribe my name and affix the seal of the said circuit court, this nineteenth day of November, in the year of our Lord one thousand eight hundred and forty-five.

THO. SPICER, *Clk. Circ't Ct.*

Filed 28th November, 1845.